## Case 3:23-cv-05712-SK Document 1-1 Filed 11/06/23 Page 1 of 53



## CT Corporation Service of Process Notification

10/06/2023

CT Log Number 544879993

#### **Service of Process Transmittal Summary**

TO: Austin Ellis

Mercedes-Benz Usa, LLC ONE MERCEDES-BENZ DRIVE SANDY SPRINGS, GA 30328-4312

RE: Process Served in California

FOR: Mercedes-Benz USA, LLC (Domestic State: DE)

#### ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: Re: Conrad J. Kuyawa // To: Mercedes-Benz USA, LLC

**DOCUMENT(S) SERVED:** Summons, Cover Sheet, Attachment(s), Complaint, Exhibit(s), Notice(s)

COURT/AGENCY: Contra Costa County - Superior Court, CA

Case # C2302338

NATURE OF ACTION: Product Liability Litigation - Lemon Law - 2019 Mercedes-Benz Model S560, VIN:

WDDUG8DB5KA482569

PROCESS SERVED ON: C T Corporation System, GLENDALE, CA

**DATE/METHOD OF SERVICE:** By Process Server on 10/06/2023 at 12:40

JURISDICTION SERVED: California

APPEARANCE OR ANSWER DUE: Within 30 days after service (Document(s) may contain additional answer dates)

ATTORNEY(S)/SENDER(S): Conrad Joseph Kuyawa

Law Office of Conrad J. Kuyawa 530 Divisadero St, PMB 804 San Francisco, CA 94117

(925) 233-5544

ACTION ITEMS: CT has retained the current log, Retain Date: 10/09/2023, Expected Purge Date:

10/14/2023

Image SOP

Email Notification, Madison Coker mcoker@wwhgd.com

Email Notification, Jonathan Friedman mbwarranty@wwhgd.com

Email Notification, Sherry Rosen sherry.rosen@mbusa.com

Email Notification, Chad Peterson chad.peterson@mbusa.com

Email Notification, DENISE MITCHELL denise.mitchell@mbusa.com

Email Notification, Tiffany Moore tiffany.t.moore@mbusa.com

Email Notification, Liliana Salinas liliana.salinas@mbusa.com

Email Notification, Abigail Baughman abigail.baughman@mbusa.com

## Case 3:23-cv-05712-SK Document 1-1 Filed 11/06/23 Page 2 of 53



## CT Corporation Service of Process Notification

10/06/2023

CT Log Number 544879993

Email Notification, Austin Ellis austin.ellis@mbusa.com

Email Notification, Brooks Suttle brooks.suttle@mbusa.com

Email Notification, Lex Wells awells@bakerdonelson.com

Email Notification, Allison Melville supplier.melville@mbusa.com

Email Notification, Lance Arnott sopverification@wolterskluwer.com

**REGISTERED AGENT CONTACT:** C T Corporation System

330 N BRAND BLÝD

STE 700

GLENDALE, CA 91203

866-331-2303

CentralTeam1@wolterskluwer.com

The information contained in this Transmittal is provided by CT for quick reference only. It does not constitute a legal opinion, and should not otherwise be relied on, as to the nature of action, the amount of damages, the answer date, or any other information contained in the included documents. The recipient(s) of this form is responsible for reviewing and interpreting the included documents and taking appropriate action, including consulting with its legal and other advisors as necessary. CT disclaims all liability for the information contained in this form, including for any omissions or inaccuracies that may be contained therein.



## **PROCESS SERVER DELIVERY DETAILS**

Date:

Server Name:

Fri, Oct 6, 2023 Jimmy Lizama

Entity Served	MERCEDES-BENZ USA, LLC
Case Number	C23-02338
Jurisdiction	CA

Inserts	



## Case 3:23-cv-05712-SK Document 1-1 Filed 11/06/23 Page 4 of 53

Electronically Filed Superior Court of CA County of Contra Costa 9/18/2023 9:16 AM By: N. McCallister-Vila, Deputy

IMMONS

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

## SUMMONS (CITACION JUDICIAL)

## NOTICE TO DEFENDANT:

(AVISO AL DEMANDADO):

MERCEDES-BENZ USA, LLC, a Delaware Limited Liability Company doing business in California; MERCEDES-BENZ WARRANTY a business entity unknown doing business in California and DOES 1 through 30

YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

CONRAD J. KUYAWA

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. ¡AVISO! Lo han demandado. Si no responde dentro de 30 dlas, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifomia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

pagar el gravamen de la corte ante	s de que la corte pueda desechar el cas	0.		
The name and address of the co	ourt is:	CASE NUMBER: (Nümero del Caso):		
(El nombre y dirección de la cor Wakefield Taylor Courthouse 725 Court Street	rte es):	C23-02338		
Martinez CA 94553		. •		
The name, address, and telepho	one number of plaintiff's attorney, or	•	• •	
(El nombre, la dirección y el núj Conrad Joseph Kuyawa 3002 530 Divisadero St PMB 804 9	<i>mero de teléfono del abogado del de</i> 225 San Francisco CA 94117	mandante o d 233-5544	el demandante que no tiene abogado,	es):
DATE:		Clerk, by	/ / 1.1 1.4 0 10 1 1 1 1/0	, Deputy
(Fecha) 9/18/20239:16 A	<u>M</u>	(Secretario) _	/s/ N. McCallister-Vila	(Adjunto)
(For proof of service of this sum	nmons, use Proof of Service of Sumr	mons (form PO	S-010).)	
(Para prueba de entrega de est	a citatión use el formulario Proof of	Service of Sur	nmons, (POS-010)).	
[SEAL]	NOTICE TO THE PERSON SERV	'ED: You are se	erved	
	1. as an individual defenda	ant.		
	2. as the person sued unde	er the fictitious	name of (specify):	
TOURT OF COM	N	MERCEDES-B	ENZ USA, LLC, a Delaware Limite	d Liability
	3. XX on behalf of (specify): C	company doing	g business in California	,
	under: CCP 416.10 (cor		CCP 416.60 (minor)	
	CCP 416.20 (def	unct corporation	n) CCP 416.70 (conser	vatee)
	CCP 416.40 (ass	sociation or part	nership) CCP 416.90 (authori	zed person)
o courts	XX other (specify):	Corp. Code 17	701.16, limited liability company	, ,
- Section	4. by personal delivery on			
		, , .	,	Page 1 of

		CM-01
aw:Raskagaสอะเสลิสเกร์ <del>768a8จะสม</del> ุริสเอสว์ Conrad Joseph Kuyawa 300226 Law Office of Conrad J. Kuyawa	GGN,Q ⊕@2.7(35.35). 1 e	FOR COURT USE ONLY
530 Divisadero St PMB 804 San Francisco	CA 94117	
TELEPHONE NO.: (925) 233-5544	FAX NO. (Optional): (925) 378-5922	Estingstiby
E-MAIL ADDRESS: Conrad@conradlegalof	Supercontribution	
ATTORNEY FOR (Name): Conrad Joseph Kuyawa		CountofContCont
·		
SUPERIOR COURT OF CALIFORNIA, COUNTY O	of Contra Costa	91820239:16AM
STREET ADDRESS: 725 Court Street MAILING ADDRESS:	·	By NM data Deput
mailing address: city and zip code: Martinez 94553		·
BRANCH NAME: Wakefield Taylor Courthous		
BRANCH NAME: WERE HEIGHT TO TO CONTINUES		4
CASE NAME: (UYAWA V. MERCEDES-BENZ, USA, LLC (	et al.	
CIVIL CASE COVER SHEET	Complex Case Designation	CASE NUMBER:
✓ Unlimited Limited	Counter Joinder	C23-02338
(Amount (Amount	Filed with first appearance by defendant	
demanded demanded is	(Cal. Rules of Court, rule 3.402)	
exceeds \$25,000) \$25,000 or less	(Cal. Rules of Court, rule 3.402)	DEPT.:
Items 1–6 b	elow must be completed (see instructions o	n page 2).
1. Check one box below for the case type the		
Auto Tort		Provisionally Complex Civil Litigation
Auto (22)	Breach of contract/warranty (06)	(Cal. Rules of Court, rules 3.400–3.403)
Uninsured motorist (46)	Rule 3.740 collections (09)	Antitrust/Trade regulation (03)
Other PI/PD/WD (Personal Injury/Property	Other collections (09)	Construction defect (10)
Damage/Wrongful Death) Tort	Insurance coverage (18)	Mass tort (40)
Asbestos (04)	Other contract (37)	Securities litigation (28)
Product liability (24)	Real Property	Environmental/Toxic tort (30)
Medical malpractice (45)	· · ·	Insurance coverage claims arising from the
Other PI/PD/WD (23)	Eminent domain/Inverse condemnation (14)	above listed provisionally complex case
Non-PI/PD/WD (Other) Tort	Wrongful eviction (33)	types (41)
		Enforcement of Judgment
Business tort/unfair business practice (0)	7) Other real property (26) Unlawful Detainer	Enforcement of judgment (20)
Civil rights (08)		Miscellaneous Civil Complaint
Defamation (13)	Commercial (31)	RICO (27)
Fraud (16)	Residential (32)	Other complaint (not specified above) (42)
Intellectual property (19)	Drugs (38)	Miscellaneous Civil Petition
Professional negligence (25)	Judicial Review	
Other non-Pi/PD/WD tort (35)	Asset forfeiture (05)	Partnership and corporate governance (21)
Employment	Petition re: arbitration award (11)	Other petition (not specified above) (43)
Wrongful termination (36)	Writ of mandate (02)	
Other employment (15)	Other judicial review (39)	
		lan of Court 16 the agent is assembled, graph the
		les of Court. If the case is complex, mark the
factors requiring exceptional judicial man	——————————————————————————————————————	and the same
a Large number of separately repr	• — •	er of witnesses
b. Extensive motion practice raising	<del></del>	with related actions pending in one or more
issues that will be time-consumi		er counties, states, or countries, or in a feder
c. Substantial amount of document		
Damadian anythis (about all that annual a		ostjudgment judicial supervision
3. Remedies sought (check all that apply): a	a. 🗸 monetary b. 🗸 nonmonetary; o	eclaratory or injunctive relief c. puniti
4. Number of causes of action (specify):		
	class action suit.	
6. If there are any known related cases, file	and serve a notice of related case. (You m	ay use form CM-015.)
JU10.	Contact	1 1 Kulan
Conrad Joseph Kuyawa	Connad	J. Kuyawa
(TYPE OR PRINT NAME)	(S	GNATURE OF PARTY OR ATTORNEY FOR PARTY)
• Disjutiff must file this source shoot with the	NOTICE	(average arrell alaims again as again filed
Plaintiff must file this cover sheet with the under the Brobate Code, Family Code, or		
	vvenare and institutions code). (Cal. Rules	s of Court, rule 3.220.) Failure to file may res
in sanctions.	or shoot required by least sourt suls	
• File this cover sheet in addition to any cov	· · · · · · · · · · · · · · · · · · ·	and a second
• If this case is complex under rule 3.400 et	i seq. of the California Rules of Court, you r	must serve a copy of this cover sheet on all
other parties to the action or proceeding.	a 3 740 or a compley sees this server than	t will be used for statistical access as be
Unless this is a collections case under rul	e 3.740 or a complex case, this cover shee	t will be used for statistical purposes only.

Lawyaw Package ID: 35817f76-8a8a-4932-bad2-c0dea275311e

## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3,400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that CASE TYPES AND EXAMPLES the case is complex.

**Auto Tort** 

Auto (22)-Personal Injury/Property Damage/Wrongful Death Uninsured Motorist (46) (if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)

Other PI/PD/WD (Personal Injury/ Property Damage/Wrongful Death) Tort

Asbestos (04)

Asbestos Property Damage Asbestos Personal Injury/ Wrongful Death Product Liability (not asbestos or

toxic/environmental) (24) Medical Malpractice (45)

Medical Malpractice-

Physicians & Surgeons Other Professional Health Care

Malpractice

Other PI/PD/WD (23)

Premises Liability (e.g., slip and fall)

Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)

Intentional Infliction of **Emotional Distress** 

Negligent Infliction of **Emotional Distress** 

Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business

Practice (07)

Civil Rights (e.g., discrimination, false arrest) (not civil

harassment) (08)

Defamation (e.g., slander, libel)

(13)

Fraud (16)

Intellectual Property (19)

Professional Negligence (25)

Legal Malpractice

Other Professional Malpractice (not medical or legal)

Other Non-PI/PD/WD Tort (35)

**Employment** 

Wrongful Termination (36) Other Employment (15)

Contract Breach of Contract/Warranty (06)

Breach of Rental/Lease

Contract (not unlawful detainer or wrongful eviction)

Contract/Warranty Breach-Seller Plaintiff (not fraud or negligence)

Negligent Breach of Contract/ Warranty

Other Breach of Contract/Warranty

Collections (e.g., money owed, open

book accounts) (09)

Collection Case-Seller Plaintiff Other Promissory Note/Collections Case

Insurance Coverage (not provisionally

complex) (18) Auto Subrogation

Other Coverage

Other Contract (37) Contractual Fraud

Other Contract Dispute

**Real Property** 

**Eminent Domain/Inverse** 

Condemnation (14)

Wrongful Eviction (33)

Other Real Property (e.g., quiet title) (26)

Writ of Possession of Real Property

Mortgage Foreclosure

**Quiet Title** 

Other Real Property (not eminent domain, landlord/tenant, or

foreclosure)

**Unlawful Detainer** Commercial (31)

Residential (32)

Drugs (38) (if the case involves illegal

drugs, check this item; otherwise, report as Commercial or Residential)

**Judicial Review** 

Asset Forfeiture (05)

Petition Re: Arbitration Award (11)

Writ of Mandate (02)

Writ-Administrative Mandamus Writ-Mandamus on Limited Court

Case Matter

Writ-Other Limited Court Case

Review

Other Judicial Review (39)

Review of Health Officer Order

Notice of Appeal-Labor

Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400-3.403)

Antitrust/Trade Regulation (03)

Construction Defect (10)

Claims Involving Mass Tort (40)

Securities Litigation (28)

Environmental/Toxic Tort (30)

Insurance Coverage Claims

(arising from provisionally complex case type listed above) (41)

**Enforcement of Judgment** 

Enforcement of Judgment (20) Abstract of Judgment (Out of

County)

Confession of Judgment (non-

domestic relations)

Sister State Judgment

Administrative Agency Award

(not unpaid taxes)

Petition/Certification of Entry of

Judgment on Unpaid Taxes

Other Enforcement of Judgment

Case

Miscellaneous Civil Complaint

**RICO (27)** 

Other Complaint (not specified

above) (42)

**Declaratory Relief Only** 

Injunctive Relief Only (non-

harassment)

Mechanics Lien

Other Commercial Complaint

Case (non-tort/non-complex)

Other Civil Complaint

(non-tort/non-complex)

**Miscellaneous Civil Petition** 

Partnership and Corporate

Governance (21) Other Petition (not specified

above) (43)

Civil Harassment

Workplace Violence

Elder/Dependent Adult

Abuse

**Election Contest** 

Petition for Name Change

Petition for Relief From Late

Claim

Other Civil Petition

## Case 3:23-cv-05712-SK Document 1-1 Filed 11/06/23 Page 7 of 53

Electronically Filed Superior Court of CA County of Contra Costa 9/18/2023 9:16 AM By: N. McCallister-Vila, Deputy

1 2 3 4		r local Rule, This case is assigned to dge Fannin, Jill C, for all purposes.
5	Propria Persona	Ottobrana la comici
6		SUMMONS ISSUED
7		·
8	IN THE SUPERIOR COURT O	F THE STATE OF CALIFORNIA
9	FOR THE CONTRA CO	STA – CIVIL UNLIMITED
10	CONRAD J. KUYAWA,	Case No. C23-02338
11	COMMAD J. ROTAWA,	
12	Plaintiff,	PLAINTIFF'S COMPLAINT FOR: (1) BREACH OF EXPRESS
13	· <b>v</b> .	WARRANTY; (2) VIOLATION OF THE SONG-
14	MERCEDES-BENZ USA, LLC, a Delaware Limited Liability Company doing business in	BEVERLY CONSUMER WARRANTY ACT: BREACH OF
15	California; MERCEDES-BENZ WARRANTY a business entity unknown doing business in	THE IMPLIED WARRANTY OF
16	California and DOES 1 through 30,	MERCHANTABILITY; (3) VIOLATION OF THE SONG-
17	Defendants.	BEVERLY CONSUMER WARRANTY ACT: FAILURE TO
18		COMPLETE REPAIRS WITHIN 30
19		DAYS.
20		aintiff CONRAD JOSEPH KUYAWA ("Plaintiff")
21	-	BENZ USA, LLC, a Delaware Limited Liability
22	Company doing business in California; and	DOES 1 through 30 and MERCEDES-BENZ
23	WARRANTY (Collectively "Defendants") as fo	ollows:
24	<u>PA</u>	RTIES
25	A. PLAINTIFF CONRAD J. KUYAWA	
26	Plaintiff Conrad J. Kuyawa is an individu	al and at all relevant times was an individual who
27	purchased a "pre-owned" 2019 Mercedes-Be	enz Model S560, VIN: WDDUG8DB5KA482569,
28		
	· ·	_1 _

PLAINTIFF'S COMPLAINT

(hereinafter "Vehicle") that is the subject of this action that came with a factory warranty from Maserati Walnut Creek, 2330 N. Main Street, Walnut Creek, California 94596.

## B. DEFENDANT MERCEDES-BENZ USA, LLC

Defendant Mercedes-Benz USA, LLC is a Delaware Limited Liability Company Registered in California with principal offices at One Mercedes-Benz Drive Sandy Springs, Georgia. Mercedes-Benz USA, LLC manufactured the Vehicle and provided the vehicle service parts and accessories warranty for the Vehicle.

#### C. DEFENDANT MERCEDES-BENZ WARRANTY

Defendant Mercedes-Benz Warranty is a business entity unknown, subsidiary and/or agent of Mercedes-Benz USA, LLC with offices in Sandy Springs, Georgia. Mercedes-Benz USA, LLC manufactured the Vehicle and provided the vehicle service parts and accessories warranty for the Vehicle by and through Mercedes-Benz Warranty.

#### D. CROSS-DEFENDANTS DOES 1-30

Cross-Defendants DOES 1-30 are not yet known to Plaintiff. Defendants DOES 1-30 at all relevant and material times were actual and/or apparent and/or ostensible agents of each and all of the other Defendants and acting in concert with each and/or all the Defendants. Plaintiff reserves the right to name any or all DOES 1-30 should facts later reveal that such individuals or entities were acting in concert with each, any, or all of Defendants.

#### **VENUE AND JURISDICTION**

Plaintiff brings this Complaint for violations of the Song-Beverly Consumer Warranty Act, and California common law. The amount in controversy exceeds the minimum required by this Court. Accordingly, this Court has jurisdiction over the claims in this matter.

Contra Costa County is the proper venue given that the events underlying this lawsuit transactions occurred in, County of Contra Costa, City of Walnut Creek.

#### FACTUAL BACKGROUND COMMON TO ALL CAUSES OF ACTION

1. Plaintiff is informed and believes, and thereon alleges that he purchased the Vehicle at Walnut Creek Luxury Cars, LLC, 2330 N. Main Street, Walnut Creek, California 94596 on January 2, 2021, for \$78,990.00. Attached hereto as Exhibit 1 is a true and correct copy of the purchase information related

- 2. The Vehicle came with a factory warranty from Mercedes-Benz/Mercedes-Benz Warranty.
- 3. At the time of purchase, the odometer of the Vehicle stated that there were only 13,643 miles on the vehicle.
- 4. The price of the vehicle came with the assumption it was a quality luxury vehicle with low mileage and that would perform as expected.
- 5. Because the Vehicle was only a 2019 and still came with its original warranty and had very low mileage, Plaintiff had no reason to believe that the Vehicle would run into extensive engine and other issues before it reached 30,000 miles.
- 6. Being sold as a vehicle under warranty and the brand having a reputation (and is advertised as) being of high quality even after decades was the reason Plaintiffs purchased the vehicle and was willing to pay the amount of money that was paid.
- 7. However, in late 2022 to early 2023 the Vehicle's engine began shaking and at some point, the check engine light came on.
- 8. At that time the Vehicle only had 27,161 miles on it. (Attached hereto as Exhibit 2 is a true and correct copy of the repair documents that show the mileage of the vehicle at the time it was sent to the Mercedes Benz of Walnut Creek for repairs).
- 9. Plaintiff took the Vehicle back to Defendant Mercedes Benz of Walnut Creek for repair on February 18, 2023.
- 10. The Vehicle remained in the state of repair until March 30, 2023, a full 40 days after it was taken in for service.
  - 11. Plaintiff did not have use of the Vehicle during this extended length of time.
- 12. When Plaintiff received the Vehicle back, it had undergone 8 pages of what were substantial repairs to the engine and as well as other repairs. (See Exhibit 2).
- 13. Plaintiff is informed, believes and thereon alleges that the Vehicle was not sold to him after it passed a "comprehensive inspection and reconditioning process".
- 14. Plaintiff is informed, believes and thereon alleges that the Vehicle was not sold to him after it passed "rigorous standards for quality and reliability".

- 15. When Plaintiff tried to submit a claim at the address that was indicated in the warranty (Mercedes-Benz USA, LLC) that covered the Vehicle, it was returned twice.
- 16. When Plaintiff had his staff attempt to call the claims number for Mercedes-Benz USA, LLC, warranty at the telephone number on the factory warranty they were never able to speak to someone to provide a claim and there did not seem to be a claim processing system in place.

WHEREFORE, Plaintiff prays for judgement against Defendants and each of them in an amount to be determined at trial.

#### FIRST CAUSE OF ACTION

## (Breach of Express Warranty) (Against all Defendants)

- 17. Plaintiff incorporates by reference as though set forth herein, all preceding paragraphs.
- 18. "An express warranty 'is a contractual promise from the seller that the goods conform to the promise. If they do not, the buyer is entitled to recover the difference between the value of the goods accepted by the buyer and the value of the goods had they been as warranted." (Dagher v. Ford Motor Co. (2015) 238 Cal.App.4th 905, 928 [190 Cal.Rptr.3d 261].)
- 19. "A warranty relates to the title, character, quality, identity, or condition of the goods. The purpose of the law of warranty is to determine what it is that the seller has in essence agreed to sell." (*Keith v. Buchanan* (1985) 173 Cal.App.3d 13, 20 [220 Cal.Rptr. 392], internal citation omitted.)
- 20. "Privity is not required for an action based upon an express warranty." (*Hauter v. Zogarts* (1975) 14 Cal.3d 104, 115, fn. 8 [120 Cal.Rptr. 681, 534 P.2d 377].)
- 21. "(Magnuson-Moss governs warranties for consumer products distributed in interstate commerce. It requires disclosures in connection with written warranties, regulates the substantive content of warranties, and establishes a federal cause of action for breach of a written or an implied warranty (15 U.S.C. § 2310(d)), among other provisions. Magnuson-Moss does not substitute federal law for state law of consumer product warranties, but instead supplements state law. (*Walsh v. Ford Motor Co.* (D.C. Cir. 1986) 257 U.S. App.D.C. 85 [807 F.2d 1000, 1012–1014].) "Magnuson-Moss 'calls for the application of state written and [\*\*\*13] implied warranty law, not the creation of additional federal law,' except in specific instances in which it expressly prescribes a regulating rule. [Citation.]"

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(Daugherty v. American Honda Motor Co., Inc. (2006) 144 Cal. App. 4th 824, 833 [51 Cal. Rptr. 3d 118], quoting Walsh, supra, 807 F.2d at p. 1012.)" Orichian v. BMW of North America, LLC, 226 Cal. App. 4th 1322, 1330-1331.

- 22. "If the manufacturer or its representative fails to service or repair a new motor vehicle to conform to an express warranty after a reasonable number of attempts, the manufacturer must either replace the new motor vehicle or make restitution to the buyer. (Id., subd. (d).) A defect or nonconformity for purposes of Song-Beverly is defined as "a nonconformity which substantially impairs the use, value, or safety of the new motor vehicle to the buyer or lessee."9 (Civ. Code, § 1793.22, subd. (e)(1).) A buyer who is damaged by the failure to comply with an express warranty may bring an action for damages and other legal and equitable relief. (Id., § 1794, subd. (a).)" Orichian v. BMW of North America, LLC, 226 Cal. App. 4th 1322, 1331
- 23. "Magnuson-Moss [\*\*\*16] defines a " 'written warranty' " as "(A) any written affirmation of fact or written promise made in connection with the sale of a consumer product by a supplier to a buyer which relates to the nature of the material or workmanship and affirms or promises that such material or workmanship is defect free or will meet a specified level of performance over a specified period of time, or [¶] (B) any undertaking in writing in connection with the sale by a supplier of a consumer product to refund, repair, replace, or take other remedial action with respect to such product in the event that such product fails to meet the specifications set forth in the undertaking, which written affirmation, promise, or undertaking becomes part of the basis of the bargain between a supplier and a buyer for purposes other than resale of such product." (15 U.S.C. § 2301(6).) It is undisputed that the limited warranty here constitutes a written warranty under section 2301(6)(B) above." Orichian v. BMW of North America, LLC, 226 Cal. App. 4th 1322, 1332.
- 24. Plaintiff was harmed because Defendants represented in a written warranty that the Vehicle would be of high quality, would function as expected and if it failed to do so, it could be repaired such that the Vehicle would perform and function as express in the written warranty.
- 25. The Vehicle did not perform as was expected and as was represented by the written warranty provided by Defendants.
  - 26. Plaintiff took reasonable steps to notify Defendant within a reasonable time that the Vehicle

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 was not as represented and all attempts to notify Defendant failed because there was an incorrect address in the warranty and the phone number provided did not permit any facilitation of the processing of a claim.

27. As a result of Defendants, Plaintiff was harmed and the failure of the Vehicle to perform as was represented was a substantial factor in causing Plaintiff's harm.

WHEREFORE, Plaintiff prays for judgement against Defendants and each of them in an amount to be determined at trial.

## **SECOND CAUSE OF ACTION**

## (Song-Beverly Consumer Warranty Act Breach of Implied Warranty of Merchantability) (Against all Defendants)

- 1. Plaintiff incorporates by reference as though set forth herein, all preceding paragraphs.
- 2. "As defined in the Song-Beverly Consumer Warranty Act, 'an implied warranty of merchantability guarantees that 'consumer goods meet each of the following: [¶] (1) Pass without objection in the trade under the contract description. [¶] (2) Are fit for the ordinary purposes for which such goods are used. [¶] (3) Are adequately contained, packaged, and labeled. [¶] (4) Conform to the promises or affirmations of fact made on the container or label.' Unlike an express warranty, 'the implied warranty of merchantability arises by operation of law' and 'provides for a minimum level of quality.' 'The California Uniform Commercial Code separates implied warranties into two categories. An implied warranty that the goods "shall be merchantable" and "fit for the ordinary purposes" is contained in California Uniform Commercial Code section 2314. Whereas an implied warranty that the goods shall be fit for a particular purpose is contained in section 2315. [¶] Thus, there exists in every contract for the sale of goods by a merchant a warranty that the goods shall be merchantable. The core test of merchantability is fitness for the ordinary purpose for which such goods are used. (§ 2314.)' " (Isip v. Mercedes-Benz USA, LLC (2007) 155 Cal.App.4th 19, 26–27 [65 Cal.Rptr.3d 695], internal citations omitted.)
- 3. "Here the alleged wrongdoing is a breach of the implied warranty of merchantability imposed by the Song-Beverly Consumer Warranty Act. Under the circumstances of this case, which involves the sale of a used automobile, the element of wrongdoing is established by pleading and proving (1) the

plaintiff bought a used automobile from the defendant, (2) at the time of purchase, the defendant was in the business of selling automobiles to retail buyers, (3) the defendant made express warranties with respect to the used automobile, and (4) the automobile was not fit for ordinary purposes for which the goods are used. Generally, '[t]he core test of merchantability is fitness for the ordinary purpose for which such goods are used.'" (Gutierrez v. Carmax Auto Superstores California (2018) 19 Cal.App.5th 1234, 1246 [248 Cal.Rptr.3d 61] [citing this instruction], internal citations omitted.)

- 4. "Unless specific disclaimer methods are followed, an implied warranty of merchantability accompanies every retail sale of consumer goods in the state." (Music Acceptance Corp. v. Lofing (1995) 32 Cal. App. 4th 610, 619 [39 Cal. Rptr. 2d 159].)
- 5. "The [Song Beverly] act provides for both express and implied warranties, and while under a manufacturer's express warranty the buyer must allow for a reasonable number of repair attempts within 30 days before seeking rescission, that is not the case for the implied warranty of merchantability's bulwark against fundamental defects." (*Brand v. Hyundai Motor America* (2014) 226 Cal.App.4th 1538, 1545 [173 Cal.Rptr.3d 454].)
- 6. "The Song-Beverly Act incorporates the provisions of [California Uniform Commercial Code] sections 2314 and 2315. It 'supplements, rather than supersedes, the provisions of the California Uniform Commercial Code' by broadening a consumer's remedies to include costs, attorney's fees, and civil penalties." (American Suzuki Motor Corp., supra, 37 Cal.App.4th at p. 1295, fn. 2, internal citation omitted.)
- 7. "The implied warranty of merchantability may be breached by a latent defect undiscoverable at the time of sale. Indeed, '[u]ndisclosed latent defects ... are the very evil that the implied warranty of merchantability was designed to remedy.' In the case of a latent defect, a product is rendered unmerchantable, and the warranty of merchantability is breached, by the existence of the unseen defect, not by its subsequent discovery." (Mexia v. Rinker Boat Co., Inc. (2009) 174 Cal.App.4th 1297, 1304–1305 [95 Cal.Rptr.3d 285], internal citations omitted.)
- 8. "[Defendant] suggests the 'implied warranty of merchantability can be breached only if the vehicle manifests a defect that is so basic it renders the vehicle unfit for its ordinary purpose of providing transportation.' As the trial court correctly recognized, however, a merchantable vehicle under the

PLAINTIFF'S COMPLAINT

.... (b) Where those service and repair facilities are maintained in this state and service or repair of the goods is necessary because they do not conform with the applicable express warranties, service and repair shall be commenced within a reasonable time by the manufacturer or its representative in this state. Unless the buyer agrees in writing to the contrary, the goods shall be serviced or repaired so as to conform to the applicable warranties within 30 days. Delay caused by conditions beyond the control of the manufacturer or its representatives shall serve to extend this 30-day requirement. Where delay arises, conforming goods shall be tendered as soon as possible following termination of the condition giving rise to the delay."

- ... (d) (1) Except as provided in paragraph (2), if the manufacturer or its representative in this state does not service or repair the goods to conform to the applicable express warranties after a reasonable number of attempts, the manufacturer shall either replace the goods or reimburse the buyer in an amount equal to the purchase price paid by the buyer, less that amount directly attributable to use by the buyer prior to the discovery of the nonconformity. [Emphasis added]
- 20. Plaintiff was harmed because Defendants failed to complete repairs in a reasonable time of less than 30 days and in fact, the Subject Vehicle continues to have the same problems of shaking engine.
- 21. Plaintiff purchased the Subject Vehicle that was manufactured by Defendants and/or came with an express manufacturing warranty ("warranty") from Defendants.
  - 22. The defects of the Subject Vehicle were covered by the Defendant's warranty.
- 23. The authorized repair facility (Mercedes Benz of Walnut Creek) was unable to complete the repairs within 30 days so as to conform to the applicable warranty requirements.
- 24. The authorized repair facility (Mercedes Benz of Walnut Creek) stated to Plaintiff at some point that they did not believe they could repair the Vehicle.
- 25. Even after the repairs to the Subject Vehicle, Plaintiff continued to have many of the same issues with the Vehicle.

WHEREFORE, Plaintiff prays for judgement against Defendants and each of them in an amount to be determined at trial.

### PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for the following:

1	1. General damages; (replacement of vehicle and/or return of purchase price and/or warranty
2	extension through 200,000 miles).
3	2. Damages available under the Song-Beverly Consumer Warranty Act which includes costs,
4	attorney's fees, and civil penalties.
5	3. Any other damages that the Court determines are fair and equitable according to the facts and
6	circumstances.
7	Respectfully Submitted,
8	DATED: September 18, 2023
9	
10	By:
11	CONRAD J. KUYAWA Pro per
12	
13	
14	SIGNATURE AND OATH
15	I am the Plaintiff in this proceeding and have drafted the Complaint. I declare under penalty of
16	perjury under the laws of the State of California that the foregoing is true and correct.
17	Respectfully Submitted
18	DATED: September 18, 2023
19	By: hugher
20	CONRAD J. KUYAWA
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	- 10 - PLAINTIFF'S COMPLAINT
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# Exhibit 1

## VEHICLE/VESSEL TRANSFER AND REASSIGNMENT FORM

## INSTRUCTIONS ON REVERSE SIDE — ALL SIGNATURES MUST BE IN INK — PHOTOCOPIES NOT ACCEPTED

This form is not the ownership certificate. It must accompany the titling document or ACQUISITION NUMBER (DISMANTLER ONLY) Application for Duplicate Title. For Car Buyer's Bill of Rights, visit www.dmv.ca.gov. Deal #6268. SECTION 1 — VEHICLE/VESSEL DESCRIPTION **IDENTIFICATION NUMBER** YEAR MODEL LICENSE PLATE/CF NO. MAKE MOTORCYCLE ENGINE NUMBER 2019 MERCEDES-BERZ WDDUG8DB5KA482569 \$1550 SECTION 2 — BILL OF SALE WALRUT CREEK LUXURY CARS, LLC I/We sell, transfer, and deliver the above vehicle/vessel PRINT SELLER'S NAME/S 78990.00 CONTAIN J ROYAMA THE CONTAIN JOSEPH RUYAMA for the amount of on 9 PRINT BUYER'S NAME(S) MO DAY (SELLING PRICE) VEAR If this was a gift, indicate relationship: (e.g., parents, spouse, friend, etc.) (GIFT VALUE) SECTION 3 — ODOMETER DISCLOSURE STATEMENT (Void if Mileage is Altered or Erased) Federal and State Law requires that you state the mileage upon transfer of ownership, Failure to complete or providing a false statement may result in fines and/or imprisonment. (no tenths) miles, and to the best of my knowledge The odometer now reads reflects the ACTUAL mileage unless one of the following statements is checked. WARNING-ODOMETER DISCREPANCY Odometer reading is **NOT** the actual mileage ☐ Mileage EXCEEDS the odometer mechanical limits Explain odometer discrepancy: SECTION 4 — BUYER AND SELLER (MUST hand print his or her name, date and sign this section.) **BUYER'S SECTION** I acknowledge the odometer reading and the facts of the transfer. I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct. PRINT BUYER'S NAME SIGNATURE DL/ID OR DEALER/DISM # X CONRAD J KUYAWA INC 01/02/2021 PRINT BUYER'S NAME SIGNATURE DUID OR DEALER/DISM # X CORRAD JOSEPH KUYAWA 01/02/2021 PRINT BUYER'S NAME SIGNATURE DL/ID OR DEALER/DISM # X BUYER'S MAILING ADDRESS CITY STATE ZIP CODE DAYTIME TELEPHONE NO PITTSBURG CA 94565 **SELLER'S SECTION** I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct. PRINT SELLER'S NAME SIGNATURE DATE DUID OR DEALER/DISM # X 01/02/202197570 WALRUT CREEK LUXURY CARS, LLC PRINT SELLER'S NAME SIGNATURE DATE DL/ID OR DEALER/DISM # X PRINT SELLER'S NAME DATE DL/ID OR DEALER/DISM # SIGNATURE DAYTIME TELEPHONE NO. SELLER'S MAILING ADDRESS CITY STATE ZIP CODE 2330 N. MAIN ST WALRUT CREEK CA 94596 (925) 444--2000 SECTION'S - POWER OF ATTORNEY WALRUT CREEK LUXURY CARS. I/We CONTAD J RUYAWA THE CONTAD JOSEPH RUYAWA appoint PRINT NAME(S) as my attorney in fact, to complete all necessary documents, as needed, to transfer ownership as required by law. SIGNATURE REQUIRED BY PERSON APPOINTING POWER OF ATTORNEY DATE 1 X 01/02/2021 SIGNATURE REQUIRED BY PERSON APPOINTING POWER OF ATTORNEY DATE 01/02/2021

THE PRINTER MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO CONTENT OR FITNESS FOR PURPOSE OF THIS FORM, CONSULT YOUR OWN LEGAL COUNSEL

Page 2	
Who we are	<u> </u>
Who is providing this notice?	Luxury Motor Cars, LTD.
What we do	
How does Luxury Motor Cars, LTD. protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Luxury Motor Cars, LTD. collect my personal information?	We collect your personal information, for example, when you  Complete a credit application Apply for financing or for a lease Provide employment information Give us your contact information Show your driver's license We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only  sharing for affiliates' everyday business purposes— information about your creditworthiness  affiliates from using your information to market to you sharing for nonaffiliates to market to you  State laws and individual companies may give you additional rights to limit sharing.
Definitions	nge to mini onamig.
Affiliates	Companies related by common ownership or control. They car be financial and nonfinancial companies.  Luxury Motor Cars, LTD. has no affiliates.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies.  Luxury Motor Cars, LTD. does not share with nonaffiliates so they can market to you.
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you.  Our joint marketing partners include vehicle finance companies and related institutions.
Other important information	
To provide you with additional informatic	on regarding our privacy practices and your rights under the of our Notice at Collection of Personal Information has been y may be accessed at www.tlcwc.com. By signing below, you ce. /
Signature 1	Date Signature Date

Rev. 1/2020

## **FACTS**

## WHAT DOES LUXURY MOTOR CARS, LTD. DO WITH YOUR PERSONAL INFORMATION?

## Why?

Einancial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

## What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- account balances and payment history
- credit history and employment information

When you are *no longer* our customer, we continue to share your information as described in this notice.

## How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Luxury Motor Cars, LTD. chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Luxury Motor Cars, LTD. share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes- information about your transactions and experiences	No	We don't share
For our affiliates' everyday business purposes- information about your creditworthiness	No	We don't share
For affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?

Call (925) 444-2000

# Exhibit 2

CA

CONRAD KUYAWA

PITTSBURG,

934130

#### MERCEDES BENZ OF WALNUT CREEK

\*INVOICE\*

1301 PARKSIDE DRIVE WALNUT CREEK, CA 94596 , (925) 937-1655

Mercedes-Benz

PAGE 1

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EPA# CAL 000300338

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and disposal of toxic wastes of GAS, OIL, LUBE Revised Estimate hazardous substances under SUBLET AMOUNT California and Federal Law. Tire pressure check/inflation service was performed. WASTE DISPOSAL COSTS \* ALL PARTS ARE NEW psi RR \_psi LR\_ psi LF TOTAL CHARGES Customer declined tire pressure check/inflation service. Initials **UNLESS OTHERWISE** By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. LESS INSURANCE INDICATED. Some Parts Not Returnable SALES TAX AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE CUSTOMER SIGNATURE PLEASE PAY THIS AMOUNT



This Limited Warranty covers:

OSFC/IS: Neoccos-Borz USA, ULC (MBUSA) warrarts to the cripinal purchaser and each subsequent owner of Marcadas-Barz gornins service replacement parts, comment, or indony approved accessorias, areas from the subsequent owners are consistent of the subsequent of th USA of Canada under normalises and service to be treated to manage and manage and service to the first transfer to manage and service to the first transfer transfer and manage and managed the first transfer to the first transfer to the first transfer transfer to the first transfer अह वा वस हमें क्रिये और प्रस्तात की कि स्वायाणिक कि स्वाया की के स्वाय है।

WATPANTY PEROD. This wereary is to 12 months unforced municipal from date of purchase. Automntic transmissions are warrased to 24 mostle or 24,200 miles, whicheve comes first scenara in explinat

Business and long blocks are warranted for 48 months or 50,000 miles, whichever comms into from the date of installation as of May 20, 1996.
The fitting contains, wind defectors, grif grantly, stop base, lander fixes, running boards, societs and log lights are warranted for 48 months or 50,000 miles, whichever occurs first 6 rismail prior to ce at real deficory of a new filtercedes-tienz vehicle. This warranty will only to for the remaining portion of the filter Vehicle United Namercy or 12 months with primited infeating. which was a longer from the data of pure uses if those excessories are installed after retail definery. of a new Morordos. Berg vehicle.

This warrafy applies only if the accessories lead above are invalid by MBUBA or an authorized filmoedus-Benz Centar III dese acussantes que instaledatio expresion of the Mon Vetico Limited Willings or see acre one becoming the 15 months, requires wested watered from gen ca preduse apples.

Remote key replacement batteries are covered for 90 days from the tertrary purchase date.
IMB Cellular Telephone replacement batteries are covered for 12 martins from the batteries are purchased date for various batteries, see Vericle Battery Limited Warrary, Form S-C-17-800-A.
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WARRANTY PERIOD FOR ACCESSORES (OTHER THAN CHELL) SERTE, ELECTRONIC MCCESSORES OR PORT/SLEMEMOVABLE ELECTRONIC DEVOLES) Yestabolon Marcedes-Bare variots ("Natitle") by an Audvanteed Decker prior to or at read decising, coverage is for the duration of the Marceota-Barre Hew Veriodo Linded Warmany ("TAVLY"), if north used after the original salutease of the Warde and invitated contre Veriods by an Authorized Dealor coverage is

## VEHICLE SERVICE PARTS AND ACCESSORIES LIMITED WARRANTY

for the remainder of the MAW or 24 months, whichever is larger, if an extended finited visitarity (ELV) bom libilish is approach to the libids on which the hoosescry has install by an Authorized Desira, own ege is for the remainder of the EUV or 24 months from the date of installation whichevers type

il institutivy an Associated Usalar on a Contient Pre-Owned Valuate in the line of purchase lease. coverage is for the detablent of a Manager Benz Cartied Pro Created Initial Warranty (\*CPOW\*) period or 24 morals, whichever is longer, if installed by an Authorized Declar eller the purchase of a Cartied Pro-Owned Vertice, coverage is for the remainder of the CPOW or 24 morals, whichever is longer '

A participal construction fatered by an Autorized Duster coverage is to 12 more prices to date of purchase.

IVARRANTY PETROD FOR CITED SEATS AND BLECTRONIC ACCESSORIES: Chiu saley 2003 and dictronic necessories (extracting, but not limited to, Real-Seat Entertainment Systems and Blustosth devices for hunds-they communication) are covered for 24 months from data of purchase.

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This Limited Warranty does not cover:

THES. Representatives are warranted by the the mean facture.

THES. Representatives are warranted by the the mean facture.

DAMACES DUE TO ACCURENTS. MISSES OR NEGLESIANE. Parts demanded the to occur, misses, misses, misses, and accurant according to which has been trapporty instruct required or bitmisses, a usual neglections for which they were extented the strength of expressed by MBUSA. Declars or description in representations are descriptional and kind work and interpretable of expression, materiance, adjustment, or acceptance modification of any kind NORMAL MALTHERMACE IS ALL OWNERS EXPRESS. The express for descript, adjusting or reporting the properties of the pr of parts, such as at, cd, and first files, winderled when theirs, but build, cistibute pricts, or condenses, in the course of normal multiphines in the course of normal multiphines in the course of normal multiphines in the course of special for normal multiphines in the course of section of how manys or instance callion is the owners responsible.

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EXTHA EXPENSES: This vicinary does not cover payment for based use of not vehicle during vicinarity repairs not longing has, substitute transportation rentes, other travel costs, briving, beginning case, times of pay or any other nutroot or consequential domage.

Things you should know about the Mcrcedes-Benz Vehicle Service Parts and Accessories Limited Warranty:

CENERAL Out rearrion storoparturaler variety, with out draige to your arything validatis can be a that goes Vanctuven an original Marcedos-Bory service part or or cressory that you practiced from and field installed by an authorized MAB Center (passenger car or light bruck, insupplicable). All rice ack is that you properly marrain and creater the part or accressory and that you have wantaby repairs performed by the applicable. authorized Manades-Benz Certer.

Passeries the difference between release and interruper as used in the warre by Defects are covered since we, the itembero, are responsible. Conversely, we have no control over damage caused by such things as, but not firmled to constant, misuse, and lack of materializer. Therefore, damage for whitesive reason is not covered by the warranty.

contend by the warming.

Mainter amon services are also and covered by the warmarty is not it is the owner's responsibility to mainten which according to the maintenance requirements provided.

CHISTOWER REPAIR GROOM: Your servicing M-B Custer Wag they our accept of the Repair Groom and warmarty repairs portioned. Please keep this copy with your victice incomes.

What to do if there is a question regarding the Limited Warmanty.

The destination and goodwild of Medicles-Bear owners is of principy concern to Medicles-Bear passoring can or light muck relatives and MBUSA. In the count a warmarty meter is not franched to your sessionary in tolowing staps are suggested:

FIRST - Oscuss the problem with your Medicles-Bear Cereb's introduced. Take the Service Maintenance and the service and the service and the Cereb's source.

The Repair Conference of the conservated pression in the historial Service Cereb's source.

The Repair Conference is conservated pression in the historial service and the Cereb's source.

THEN - Request Certification - It understand questions contact Mercedes-Benz USA, LLC, Customor Assistance Contact One Microbias Orion, Monthala, Henry Josep 07645-0350. 1-800-FOR-MERCedes

The Customer Assistance Center may ask for the lot outrig information:

1. Your and model of vehicle. 2 Netro Hontication Number (NN) stamped on windshield kg

3. Date out was curclused

4. Your M-U Passenger Car or Light Truck Center's name.

5. Natura of problem.

Mercedes-Benz USA, LLC One Mercedes Drive, PO, Box 350 Moravate, New Jarsey 07845-0350

Distributor in the United States:

www.MBUSA.com

This marranty gives you specific legal rights and you may also have other rights which vary from state to state

THIS IS THE ONLY WARRANTY GIVEN WITH THE PURCHASE OF MERCEDES-BENZ SERVICE REPLACEMENT PARTS, EQUIPMENT, OR ACCESSORIES. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE UMITED TO THE OLDWINGON OF THE WARRANTY OUTLINED ABOVE FROM THE DATE OF PURCHASE, DAMLERCHRYSLER AG, MERCEDES-BENZ U.S. INTERNATIONAL, INC., MERCEDES FIENZ U.S. LLC, MERCEDES BENZ SERVICE CORPORATION OR THE MERCEDES BENZ CENTER PASSENGER CAN OR LIGHT TRUCK, AS APPLICABLE) NEITHER ASSUME FOR AUTHORIZE ANY OTHER PERSON TO ASSUME FOR THEM ANY OTHER LIABILITY IN CONNECTION WITH SUCH PARTS, EQUIPMENT OR ACCESSORIES.

HO PAYMENT OR OTHER COMPENSATION VALUE: MADE FOR INDIRECT OR CONSEQUENTIAL DAMAGE SUCH AS, DAMAGE OR INJURY TO PERSON OR PROPERTY OR LOSS OF REVENUE WHICH MIGHT BE PAID, INCURRED OR SUSTAINED BY REASON OF THE FAILURE OF ANY PART OR ASSEMBLY WHICH MAY BE REPAIRED OR REPLACED BY ACCORDANCE WITH THE TEXAS OF THE WARRANT?

Some states do not elsew the exchesion of finant on of finitionital or consequential damages or timeston on from Europ an employ warranty lasts, no the above finite around may not epoly to you.

## WARNING

Motor vehicles contain chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. These chemicals are contained in many vehicle components and replacement parts, vehicle fluids, and paints and materials used to maintain vehicles, including, but not limited to, fuel, oil, batteries, brakes, and wheel balancing weights. When you service, clean or maintain your car, you will be exposed to listed chemicals contained in used oil, waste and replacement fluids, fumes, grease, grime, touch-up paint, certain replacement parts, and particulates from component wear. When we service your car, we will return used components to you upon request. Used parts and components contain chemicals known to the State of California to cause cancer and birth defects or other reproductive barm. cancer and birth defects or other reproductive harm.

To minimize your exposure when servicing, maintaining or cleaning your vehicle: 1) work in a well ventilated area; 2) do not smoke, drink or eat while working; 3) wash your hands when finished or when taking a break; and 4) follow all manufacturer instructions pertaining to proper use and maintenance of motor vehicles and vehicle components.

(Posted in accordance with Proposition 65 in Cal. Health & Safety Code §25249.5 et seq.)

ALL PARTS AND SERVICE PROVIDED AS IS BY DEALERSHIP: ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS AND SERVICE'S ARE PROVIDED BY OUR DEALERSHIP AS IS. OUR DEALERSHIP DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPUED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THE SALE OF PARTS AND ACCESSORIES AND ACCESSORIES AND ACCESSORIES WITH THE CUSTOMER AND, IF APPLICABLE, THE MANUFACTURER IF THE VEHICLE OR ANY INSTALLED PARTS OR ACCESSORIES SHOULD PROVE DEFECTIVE FOLLOWING THEIR PURCHASE, THE CUSTOMER AND POSSIBLY THE MANUFACTURER AND NOT THE DEALERSHIP ASSUME THE ENTIRE COST OF ANY NECESSARY SERVICING OR REPAIR. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

HAZARDOUS WASTE DISPOSAL COSTS: A CHARGE MAY BE ASSESSED TO COVER COSTS ASSOCIATED WITH THE HANDLING, MANAGEMENT AND DISPOSAL OF TOXIC WASTE OR HAZARDOUS SUBSTANCES UNDER CALIFORNIA AND FEDERAL LAW.

1. Our Dealership's usual charges for labor are not based on actual mechanic's time, but are simply our prices for particular jobs. 2. You will be charged no more than the estimated price inspected by you. However, if we discover that different or additional repairs are necessary, you will be contacted for your advance approval on revised estimate. 3. Customer is hereby notified that the vehicle and any of its contents are not insured or protected to the armount of the actual cash value thereof, or otherwise, against loss occasioned by theft, fire or valudalism while the property remains with the Dealership. 4. Customer states no articles of personal property have been left in the vehicle and dealer is not responsible for inspection thereof. 5. The mean of other vehicle and completion date are subject to the availability of parts or delays in parts shipment beyond the Dealership's control. 6. Due to the type of service requested some repairs must be subtet. 7. All labor and meterials will be paid for in cash unless Dealer agrees to other payment arrangements in advance. Notice as used under PAYMENT TERMS on the front side hereof will be deemed to have been given upon deposit in the United States mails, postage unless for the front side hereof will be deemed to have been given upon deposit in the United States mails, postage unless the cash in the cash unless of the charged and payment arrangements in advance. Notice as used under PAYMENT TERMS on the front side hereof will be deemed to have been given upon deposit in the United States mails postage to expend the united States mails postage under such inclined is previously an including labor and parts. The Dealership is bringly as previously authorized to except the unless of the charges of have been given upon deposit in the United States mails postage to the charges and/or towning, and to enforce such lien. The Dealership is the vehicle solid to the lightest cash bidder and the proceeds of water the vehicle solid to the lightest cash bidder and the proceeds o TO OUR SERVICE CUSTOMERS:

STATEMENT CONCERNING AMENDMENTS TO THE SONG-BEVERLY WARRANTY ACT AS FOLLOWS:

"A buyer of this product in California has the right to have this product serviced or repaired during the warranty period. The warranty period will be extended for the number of whole days that the product has been out of the buyer's hands for warranty repairs. If a defect exists within the warranty period, the warranty will not expire until the defect has been fixed. The warranty period will also be extended if the warranty repairs have not been performed due to delays caused by circumstances beyond the control of the buyer, or if the warranty repairs did not remedy the defect and the buyer notifies the manufacturer or seller of the failure of the repairs within 60 days after they were completed. If, after a reasonable number of attempts, the defect has not been fixed, the buyer may return this product for a replacement or a refund subject, in either case, to deduction of a reasonable charge for usage. This time extension does not affect the protections or remedies the buyer has under other laws."

State of California - Department of Consumer Affairs: NOTICE TO MOTORISTS: If your vehicle falls Smog Check, federal law requires you to make necessary repairs to reduce your vehicle's emissions to required levels. If your vehicle is not under warranty and you have spent up to or more than the amount required by law for appropriate emissions-related repairs at a licensed Smog Check repair facility, you may be eligible for a one-time walver. Repair waivers will NOT be issued for: Vehicles with missing, modified or disconnected emissions control equipment, regardless of the costs to make repairs;

Vehicles identified as "Gross Polluters" - vehicles which have much higher emissions than property maintained vehicles in their class;

Vehicles that obtained a repair waiver after January 1, 1995, in their most recent biegnist inspection or transfer of presents.

Vehicles that obtained a repair waiver after January 1, 1995, in their most recent biennial inspection or transfer of ownership.

Two consecutive repair waivers will not be issued after January 1, 1995.

If you obtain a smog certificate by means of fraud, you may be subject to criminal prosecution. For further information, call the Department of Consumer Affairs toll-free at 1-800-952-5210.

BY LAW, YOU MAY CHOOSE ANOTHER LICENSED SMOG CHECK FACILITY TO PERFORM ANY NEEDED REPAIRS OR ADJUSTMENTS WHICH THE SMOG CHECK TEST INDICIATES ARE NECESSARY. CATALOG #8905527

CONRAD KUYAWA

934130

## MERCEDES BENZ OF WALNUT CREEK

\*INVOICE\*

1301 PARKSIDE DRIVE WALNUT CREEK, CA 94596 (925) 937-1655

Mercedes-Benz

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ABOR AMOUNT    Charge to cover costs associated with the handling, management and disposal of toxic wastes or hazardous substances under California and Federal Law.    Tire pressure check/inflation service was performed.   Parts Alicabus	Original Estimate	Total Addition	af App	roved By:	Date & T	ime					SCRIPTION	TOT.	ALS
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RF psi LF psi RR psi LR psi Customer declined tire pressure check/Inflation service. Initials  By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you.  DATE  CUSTOMER SIGNATURE  ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.  Some Parts Not Returnable  SALES TAX  PLEASE PAY		ura chash fi-si	tion send	a was sade	rmed		1 1924			SUBLET	<del></del>		
Customer doclined tire pressure check/Inflation service. Initials  By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this Invoice and that you received for had the opportunity to inspect) any replaced parts as requested by you.  DATE  CUSTOMER SIGNATURE  AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE  TOTAL CHARGES  LESS INSURANCE  SALES TAX  PLEASE PAY	RE.	nei I F	nei RR	nei I A	n	si		_   -	ALL PARTS ARE NEW	·			
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This Limited Warranty covers:

DEFECTS: Metocoles-Deva USA, LLC (MBUSA) warruns to the criginal pood astor and each autosiquent owner of Marcedes-Bailz géruine savios replacement ports, expromert, or factory approved accessores, expections, installed on a Merceles-Beru values which is opported in the USA or Canada under normal use and sovice to be herefrom defects in material and workmanship. ANY MERCEDES-SENVE RASSENGER CAR OR LICHT TRILLIX DEALER: Any automated Mercedes-Sert Corte (passenger car or bytchick) as applicable) of the purchasers choice w?, without charge, portorm wanarry repairs or replacements. The purchaser must rearn that deficitive part or accessory to the dealers place of business during normal service hours. A reasonable time should be easiered for performance of the repair after taking the pain to the Mercedes-Berr Cynter

WARFOLM IT PEHIOD: This visitantly is for 12 months outlined making from date of purchase. Automatic transmissions we visitated for 24 months or 24,000 miles, viticitiever cornes fust, from data of purchase.

Brighes and long blocks are warrand for 48 morths or 50,000 miles, whichour comes first, born the dute of installation as of May 20, 1993.

Train hidnes, comest wind defectors, ord grants, step bars, fonder fares, numbring brends, spokes and long lights are warrand for 48 morths or 50,000 mass, whichour occurs first it. restated prior to or at real delivory of a new Kiercedes-Bere vertice. This warranty wa only be for the remarking portion of the Haw Vahide Limbed Warranty or 12 most is with unfinded investiga-Introducer is longer from the date of purchase it these accessarias are installed after read delivery of a new Microdes- Benz vehicle.
This way any applies only if the accessories found above are installed by MBUSA or an authorized.

Marcedica Benta Centur littlesse acconssiones and install entative explanition of the New Venicle Limited Warrarty or the sold over-the-counter, the 12 member unfinited include warrarty form date of เกเตนายน 200725. ฮั

Remoto key replacement believes are concretifor 90 days from the battery purchase date.

MB Delicar le imprime replacement butterles are covered for 12 months from this bettery purchase care for voticle betteres, see Vericle Datery Limited Warrany, form S-0417-E00-A.

WARRANTY STARTS: The remainty period starts from the date of numbers of the part or accessory. The deate (presence call or light buck, as explicitle) must be familiated with the customer's copy of the behalf states recept on counter sales or the customer's copy of the part of the p

order on Doale institutions to various the date of purchase.

NO CHARGE: Warranty repairs will be made at no charge for parts and labor when performed at an additioned Meritaries Benz Resalter (passenger car in fight fruck, as applicable).

VARRANTY PERIOD FOR ACCESSORIES (OTHER THAN CHILD SEATS, ELECTROSIC ACCESSORIES ON PORTIAGE ENEXADABLE ELECTROSIC COLVESSI if related on a Maccedes-Bay which ("Variety") by an Autorized Desir prior to or a real desiron, coverage is for the christian of the Marcedes-Banz New Vehicle Limited Warrerly ("MMV"). If purchased alter the regard safe/sease of the Variety and included on the Vehicle by an Authorem Desiry coverage is

## VEHICLE SERVICE PARTS AND ACCESSORIES LIMITED WARRANTY.

for the remainder of the IMEM or 24 monets, introducer is longer if an extended line to wasterly ("ELW") from I/BUSA is applicable to the Waltice on which the occessory was hazzled by an Authorized Podiac coverage is for the neres robe of the ELW or 24 months from the chan direct which varchezo silence

If installed by an Aumerical Deniar on a Certified Pro-Ownert Verials at the time of purchaselesse, covernys is for the classificial of a Manados-Banz Conflict The Ownerd Umbed Womers (\*CPO//\*) period or 24 months, whichever is larger if installed by an Authorized Dealer after the purghase of a Contract Pre-Divined Venich, contracts for the remainder of the CPOW or 24 mouths, whichever is

If purchased over-the-counterinal installed by an Authorized Device, coverage is for 12 moral is from

OD DEC OF LUCIDARY.
WARRANTY PERICO FOR CHILD SEATS AND ELECTRICATE ACCESSORIES: CITIES STITLY SEATS FIND decluric accessives (matering, but not brind by, Pear-Sext Entertainment Systems and Blastoch devices for tends-trea communication) are constrained for 24 morans from 0.00 of purchase.

WARRAMTY PERSOD FOR PORTABLE TELYDVASLE ELECTROTIC DEVICES: Faction c devices that are not permanently installed in the Vistocle or that are portable from the Vistocle (including but not time of the phone handself, portable imprograms devices, headphicres and namous controls) are constalled to

HEA/S MOT COY/FRED FOR ALL ACCESSORIES: (1) Damage caused by accident, misses or neutrances (2) Damage resulting from teck of nominal memberance. (3) Normal was and talk (4) Recursor manifestation. (5) Osmage resulting from alternation. (6) Damage cause by the use of colors than approved service parts and accompanies. (?) Demaga from rebuse, including but not finited to environmental expecture, use contrary to instructions, or use in applications or installation in voltages. constituen trose is which the product is designed. (B) Damage resulting from faility installation. (B) from not supported by proof of purchase and/or proof of dealer installation where required.

This Limited Warranty does not cover:

TRES. Regiscement tres are warranted by the differentiation of UAYAGES OLD TO ACCEPTINE, HISUSE OR NEW JOEFFOE Parts damined due to Louse, misses, regisce algebra or accident, are highly acceptantly instable, resided, or knowledge or used in applications to runch they there exher not the great or approved by ABUSA. Delects or during from member last vice gradien, minimaters, adjustment or accration or modification of any tital HORALAL MARKTENIACE IS AT OANER'S EXPENSE. The expense for charging, accusting cireptoring of parts, such as are oil, and fud fales, wholstood whom blocks, but to bus, continuer points, or continuers, in the course of normal maintainance is the owner's responsibility. The expense for responsibility that are of or least out of which had due to the use of low grade had, mompar

ELECTION OF HEAT PATTE OF MISERPLICATION IS TO CAFFER RESPONSIBLE.

DAMAGE: CAUSED BY REPAIR PARTS: Maturitions crusted by the use of other their original

Manager Britt state halfs and accessives.

DAMAGE FROM THE EIMRONAISH! Parts made from cloth or leather (namestary, convenies into some const, wood, pain or chrome which have been allected by shoome telour, such as chemicals and tree ear, or by road suit Ital, wend from or other environmental factors. Denote account by an act of God, including without inclusion, explication, fire, fleed, starting or other acts of return. DALIAGE TO GLASS: Gass tree lagor or sociatives are not converted unless positive physical problem. a maintenaring fault can be exhibited.

This Limited Warranty does not cover.

INCLIANS CENTER ESPECIATION Labor to remove and releasement of defective parts and accessories sold by an authorized National Beau Reading massering our of Cylin buck, as applicable), if the subsequent regions profit meeting a non-zell existed report table, belief charges shall septicificately, if the subsequent and control Managers-Beau Contain (present a car of light mark as applicable).

INDIVIDE CONTROL HAMISTAN parts including parts and existing control (non-A-B Contain resultation) are subject to warranty carts testing if a warranty part testing a shown into be turned. WWAY we don't the fact has the entire carm, for parts sold over the course, the distains entired to recover any expenses from the parts of the carter of the carm.

TRANSFERRED PARTS: Service parts. Equipment and econstates translated between reduces star

institution are no longit covered by this visitarity.

DOTAL DOPENSES. This visitarity core inclooming learness to loss of use of the visitation during visitative repairs minimally in bits, substitute transportation restals, other views cross, toward, his places calls, loss of pay or any cross research or consultative durings.

Things you should know about the Mercedes-Benz Vehicle Service Parts and Accessories Limited Warranty:

GEVERAL Our restriction is to repair under vacatory, which closely you and large the first tradection wrong with an original Mercepts-Bare revious part or accessory their you pure association and mail installed by an interprised AFS Center (passenger car or logis mails, its authorized). As we see is that you impostly straining and case for the part or accessory and that you have wanted years is performed by the explicitle

national Merceles-Bard Certer Pessando tro di carrico parsoni "Marcia" en di cambigo es usad in tre vivirenzy. Del clas are constidis inco we the distribution are responsible. Commercially has have no deland over denning creed by such distings as, but not firstly to creed on mission, and back of multischarge. Therefore, damage for whatever meson is not winesers and vid brownso.

Maintenance services are also not conered by the warranty encode is the connect responsibility to maintain the

vehicls according to the multiconance requirements provided.
CUSTOMER REINAR ORDER: Your servicing M-6 Ce. ser skilligively sub-copy of the Repost Order on activizately in gens preferring A. Peacet keep this copy with your vehicle records.

What to do if there is a question regarding the Umited Warranty.

The solution and cooking of Nacosca-Benz gives a of privary concern to Macosca-Benz gives a of privary concern to Macosca-Benz gives a of privary concern to Macosca-Benz gives and privary mater is not handed to your satisfication, the following steps are suggested:
PIRST - Oscuss the problem with your Management Device is management. Baken the Service

Marticle Field you stiff me questions, discuss them with the Microeles-Benz Center's name.

THEN - Reguest Confection - Il unanoward questions rankin, control Materials-Bary USA.

LC. Questions Assistance Control One Mercadus Drive, Montrate, New Jersey 07645-0350. 1-800-FOR-MERCedes

The Customer Assistance Center may ask for the following information: 1 Year and model of vehicle.

2. Varide lessefication Number (VVI) stamped on windshield teg

3. Date part was purchased.

4. Your M-B Passenger Cor or Light. In ok Center's name.

5. Mature of accolumn.

Distributor in the United States: Mercedes-Benz USA, LLC One Mercedes Orive, RO. Box 350 Montvale, Herr Jersey 07845-0350

www.MBUSA.com

This warranty gives you specific legal natits and you may also have other rigids which vary from state to state.

THIS IS THE ONLY WARRANTY GIVEN WITH THE PURCHASE OF MERCEDES-BENZ SERVICE REPLACEMENT PARTS, EQUIPMENT OR ACCESSORIES. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE DURATION OF THE WARRANTY OUTLINED ABOVE FROM THE DATE OF PURCHASE. DAINLERCHRYSLER AG, MERCEDES-BENZ U.S. INTERNATIONAL, INC., MERCEDES BENZ U.S., LLC, MERCEDES BENZ SERVICE CORPORATION OR THE MERCEDES BENZ CENTER (PASSENGER CAR OR LIGHT TRUCK, AS APPLICABLE) NEITHER ASSUME NOR AUTHORIZE AMY OTHER PERSON TO ASSUME FOR THEM ANY OTHER LIABILITY BY CONNECTION WITH SUCH PARTS, EQUIPMENT OR ACCESSORIES.

NO PAYMENT OR OTHER COMPENSATION WILL BE IMADE FOR INDIRECT OR CONSEQUENTIAL DAMAGE SUCH AS, DAMAGE OR BLURY TO PERSON OR PROPERTY OF LOSS OF REVENUE WHICH MIGHT BE IMAD. INCURRED OR SUSTAINED BY REASON OF THE FAILURE OF ANY PART OR ASSEMBLY WHICH MAY BE REPURED OR REPLACED IN ACCORDANCE WITH THE TERMS OF THIS WARRANTY.

Some states do not allow the exclusion or finiting on of a cideman or consequential damages or limitation on now long an improd warranty lasts, so the above limitations may not apply to you.

## WARNING

Motor vehicles contain chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. These chemicals are contained in many vehicle components and replacement parts, vehicle fluids, and paints and materials used to maintain vehicles, including, but not limited to, fuel, oil, batteries, brakes, and wheel balancing weights. When you service, clean or maintain your car, you will be exposed to listed chemicals contained in used oil, waste and replacement fluids, fumes, grease, grime, touch-up paint, certain replacement parts, and particulates from component wear. When we service your car, we will return used components to you upon request. Used parts and components contain chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

To minimize your exposure when servicing, maintaining or cleaning your vehicle: 1) work in a well ventilated area; 2) do not smoke, drink or eat while working; 3) wash your hands when finished or when taking a break; and 4) follow all manufacturer instructions pertaining to proper use and maintenance of motor vehicles and vehicle components.

(Posted in accordance with Proposition 65 in Cal. Health & Safety Code §25249.5 et seq.)

ALL PARTS AND SERVICE PROVIDED AS IS BY DEALERSHIP: ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPARS AND SERVICES ARE PROVIDED BY OUR DEALERSHIP AS IS. OUR DEALERSHIP DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THE SALE OF PARTS AND ACCESSORIES AND/OR SERVICES AND REPAIRS PERFORMED BY OUR DEALERSHIP. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE VEHICLE AND PARTS AND ACCESSORIES IS WITH THE CUSTOMER AND, IF APPLICABLE THE MANUFACTURER, IF THE VEHICLE OR ANY INSTALLED PARTS OR ACCESSORIES SHOULD PROVE DEFECTIVE FOLLOWING THEIR PURCHASE, THE CUSTOMER AND POSSIBLY THE MANUFACTURER AND NOT THE DEALERSHIP ASSUME THE ENTIRE COST OF ANY NECESSARY SERVICING OR REPAIR. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

HAZARDOUS WASTE DISPOSAL COSTS: A CHARGE MAY BE ASSESSED TO COVER COSTS ASSOCIATED WITH THE HANDLING, MANAGEMENT AND DISPOSAL OF TOXIC WASTE OR HAZARDOUS SUBSTANCES UNDER CAUFORNIA AND FEDERAL LAW.

TO OUR SERVICE CUSTOMERS:

1. Our Dealorship's usual charges for labor are not based on actual mechanic's time, but are simply our prices for particular jobs, 2. You will be charged no more than the estimated price approved by you. However, it we discover that different or additional repairs are necessary, you will be contacted for your advance approved of a revised oslimate. 3. Customer is hereby notified that the vehicle and any of its contents are not insured or protected to the amount of the actual cash value thereof, or otherwise, against loss occasioned by theit, fire or vandalism while the property remains with the Dealership. 4. Customer states no articles of personal property have been left in the vehicle and dealer is not responsible for inspection thereof. 5. The repair of this vehicle and completion date are subject to the availability of labor and parts. The Dealership is not responsible for unavailability of parts or delays in parts shipment beyond the Dealership is control. 6. Due to the type of service requested some repairs must be sublet. 7. All labor and materials will be paid for in cash unless Dealer agrees to other payment arrangements in advance. Notice as used under PAYMENT TERMS on the front side hereof will be deemed to have been given upon deposit in the United States mail, postage prepaid, of written notification to that effect addressed to the customer at the address given on the front side hereof will be deemed to have been given upon deposit in the United States mail, postage prepaid, of written notification to that effect addressed to the customer at the address given on the front side hereof will be deemed to have been given upon deposit in the United States mail, postage prepaid, of written notification to that effect addressed to the customer at the address given on the front side hereof will be deemed to have been given upon deposit in the United States mail, postage to which the postage prepaid, of written notification to the sent length of the vehicle described herein for a TO OUR SERVICE CUSTOMERS:

STATEMENT CONCERNING AMENDMENTS TO THE SONG-BEVERLY WARRANTY ACT AS FOLLOWS:

"A buyer of this product in California has the right to have this product serviced or repaired during the warranty period. The warranty period will be extended for the number of whole days that the product has been out of the buyer's hands for warranty repairs. If a defect exists within the warranty period, the warranty will not expire until the defect has been fixed. The warranty period will also be extended if the warranty repairs have not been performed due to delays caused by circumstances beyond the control of the buyer or if the warranty repairs did not remode the defect and the buyer or if the warranty repairs did not remode the defect and the buyer or if the warranty repairs did not remode the defect and the buyer or if the warranty repairs did not remode the defect and the buyer or if the warranty repairs did not remode the defect and the buyer or if the warranty remains did not remode the defect and the buyer or if the warranty remains did not remove the defect and the buyer of the buyer or if the warranty remains did not remove the defect and the buyer of the buyer or if the warranty remains did not remove the defect and the buyer or if the warranty remains did not remove the defect and the buyer of the buyer or if the warranty remains did not remove the defect and the buyer of the buye circumstances beyond the control of the buyer, or if the warranty repairs did not remedy the defect and the buyer notifies the manufacturer or seller of the failure of the repairs within 60 days after they were completed. If, after a reasonable number of attempts, the defect has not been fixed, the buyer may return this product for a replacement or a refund subject, in either case, to deduction of a reasonable charge for usage. This time extension does not affect the protections or remedies the buyer has under other laws."

State of California - Department of Consumer Affairs: NOTICE TO MOTORISTS: If your vehicle fails Smog Check, federal law requires you to make necessary repairs to reduce your vehicle's emissions to required lavels. If your vehicle is not under warranty and you have spent up to or more than the amount required by law for appropriate emissions-related repairs at a licensed Smog Check repair facility, you may be eligible for a one-time waiver.

Repair waivers will NOT be issued for: Vehicles with missing, modified or disconnected emissions control equipment, regardless of the costs to make repairs;

Vehicles identified as "Gross Polluters" - vehicles which have much higher emissions than properly maintained vehicles in their class;

Vehicles that obtained a repair waiver after January 1, 1995, in their most recent biennial inspection or transfer of ownership.

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BY LAW, YOU MAY CHOOSE ANOTHER LICENSED SMOG CHECK FACILITY TO PERFORM ANY NEEDED REPAIRS OR ADJUSTMENTS WHICH THE SMOG CHECK TEST INDICATES ARE NECESSARY.

TO REORDER CALL 866-268-9881

CATALOG #8985527

California (03/13)

CONRAD KUYAWA

#### 934130

## MERCEDES BENZ OF WALNUT CREEK

\*INVOICE\*

1301 PARKSIDE DRIVE WALNUT CREEK, CA 94596

Mercedes-Benz

(925) 937-1655

PITTSBURG, CA

PAGE 3

BAR# AL 242307

42307 EPA# CAL 000300338

SMOG# ARD 242307

HOME: CONT:							SMOG# ARD 242307						
BUS: CELL:							SERVICE ADVISOR: 2818 MAURICIO ROCHIN						
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TOTALS \*HAZARDOUS WASTE DISPOSAL DESCRIPTION Total Additional Cost Authorized Authorization Obtained By: Original Estimate (Parts & Labor) Approved By: Date & Time COSTS: We have added this LABOR AMOUNT Telephons

Fax (See Attached)

E-mad (See Attached) charge to cover costs associated PARTS AMOUNT with the handling, management Telephene

Fex (See Atteched)

E-maf (See Atteched) and disposal of toxic wastes or GAS, OIL, LUBE Revised Estimate hazardous substances under SUBLET AMOUNT California and Federal Law. Tire pressure check/inflation service was performed. WASTE DISPOSAL COSTS \_psi RR\_ \_psi LR\_ ALL PARTS ARE NEW RF\_\_\_psi LF\_\_\_psi RR\_\_\_psi LR\_\_\_\_\_\_
Customer declined tire pressure check/inflation service. TOTAL CHARGES Initials **UNLESS OTHERWISE** By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this Invoice and that you received for had the opportunity to inspect) any replaced parts as requested by you. LESS INSURANCE INDICATED. Some Parts Not Returnable SALES TAX AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE PLEASE PAY THIS AMOUNT CUSTOMER SIGNATURE



This Limited Warranty covers:

DETICES Mercetes Beru USA, LLC (MBUSA) wanatts to the urional purchaser and each absorper owner of Mercetes Beru genuino sayine manatement puris, equipment, or includy sproved execusives, every time, installed on a Methodes-Benz volicion which is operated in the USA or Canada under normal use and service to be treated and recommended and undercensive.

ANY NET CEDES SERIE PASSENCER CAN OR USENT TRUCK DEALER Any authorized the members of the contest of the cont Necessary Conec

VANDAMTY PERIOD: This warrandy is for 12 morths unlimited imbegs from data of purchase. Automatic transmissions are warranded to: 24 morths or 24,000 miles, which was comes first. from 05) of purchase. Engines and lang blacks are warranted for 48 months of 50,000 males, which war comes list.

include the of institution and May 20, 1996.

That in the stand institution and May 20, 1996.

That in the same wind defectors, one grants, sup bars, lander sures, numbry boards, suppose and top lights are warranded for 45 months or 50,000 miles, which was occurs first it institution to or stress coloring or a new Managers Barunarice. This warranty and only both the remaining portion of the New Vehicle Limited Viennessy or 12 months with unlimbed missage which one is longer from the date of purchase it those excessories are installed after retail delivery of a new hitmodes- Bare valide.

This warrany applies only if the accessories faced above are installed by IVEUSA or an authorized shareaches Benu Carter filtrese accessories are installed after explaint or the New New Accessories are installed after explaint or the New New Accessories are installed after explaint or the safe of war-the-course, the 12 months unfinited unlesses warranty from date of

purdress appires.

Remote tay replacement both ries are covered for 80 days from the bestery purchase lists.

All Cellular Religionare replacement both ries are covered for 12 months from the heavy purchase date, for vehicle both ries, son Valucio Battary Limited Wartern, Form S-0417-800-A.

WARRANTY STARTS: The warmarty period starts from the date of purchase of the part or accessory. The death (passanger can or light brook, as applicable) must be furnished with the customer's copy of the original sides receipt on counter subscor the customer's copy of the original sides receipt on counter subscor the customer's copy of the original sides receipt on counter subscor the customer's copy of the original sides receipt on counter subscor the customer's copy of the original sides receipt on counter subscor the customer's copy of the original sides receipt on counter subscore the customer's copy of the original sides receipt on counter subscore the customer's copy of the original sides receipt on counter subscore the customer's copy of the original sides receipt on counter subscore the customer's copy of the original sides receipt on counter subscore the customer's copy of the original sides receipt on counter subscore the customer's copy of the original sides receipt on counter subscore the customer's copy of the original sides receipt on counter subscore the customer's copy of the original sides receipt on counter subscore the customer's copy of the original sides receipt on counter subscore the customer's copy of the original sides receipt on the customer's copy of the original sides receipt on the customer's copy of the custo

COLOR OF DOTY CONTROL OF CONTROL an authorized Managles-Bale Rytaler (passenger dat or light fructures applicable).

WARRANTY PERIOD FOR ACCESSORES OTHER THAN CHILD SEATS. BLECTRONG ACCESSORES OF PORTRES EMERGINABLE ELECTRONG DEVICES I firstand on almost design of the Warrange of the Warran original sale/lease of the Vitrice and increated on the Vencio by an Australian Dealer countrage is

## VEHICLE SERVICE PARTS AND ACCESSORIES LIMITED WARRANTY to the letter for the letter of the letter of

("ELW") from MBUSA is implicable to the Nation on which the expressory was insided by an Authorized Declar coverage is for the name and of the ELW or 24 months from the date of institution. unidades e iongo

whomous is origin. If the histories of a Certified Pre-Owned Vehicle is the time of produce/buse, in Installed by an Authorised Detailed Are Owned Limited Warra by COPONY) paids or 24 morths, which was a keeps of installed by an Authorised Detail after the produce of a Certified Pre-Owned Vehicle coverage is for the remainder of the CPOW or 24 morths, which was is trac '

If purchased over-the-counterinot installed by an Authorized Dealler, converge is for 12 months from

the dad of outsides.

Warring Period for Child Seats and Electronic Accessives; chair eathy seas and destruic accessories (Dicticity), but no limited in Peut Seu Errentinment Systems and Buckoth devices for hands-free communication) are covered for 24 months been east of published. WARRAWIN PERIOD FOR PORTABLE REMOVIBLE SLECTROFIC DEVICES. Electors devices that

are not permanancy installation to be before the transfer of the area of the production of the product to phose hardests, position excession excess leach horse exclusion commits) en averello 12 monte comita des of puntiess.

MEMS NOT COVERED FOR ALL ACCESSORIES: (1) Datage caused by accident makes or regignes. (2) Danage resulting from lack of required matteriance. (3) Normal view and lack (4) Recurror interference. (5) Danage resulting from alteration. (6) Danage cause by the use of other than approved sorvice justs and accessores. (7) Danage from abuse, including but not limited to environment exposure use contrary to instructions, or use in applications or instantial investigation one transfers for which are product is designed (8) Damage resulting from lawly installation (9) the me appoint to the product of purdoes red or product design restation where required

This Limited Warranty does not cover:

TRES. RODIZEMENT LIES THE WENTATED by the distributed and the desired of the desi majed, alexación or modern, or which are less interposity resaled, repaired, or banicado, or uses in profesions de which may use einer not designed or expressed by MBUSA. Octobs or durage from modern estare, operado, maistenere, adjustment, or claration or modernou of eny lind MORIAN, MANTHERANCE IS AT GAMER'S EXPONSE. The expense to desting, adjusting or options of paris, such as as at, any find diese, windstead when below, by it is those destinant points, or condenses, in the course of normal materiance is the owner's responsibility. The expense for replacing stark plugs and an lead forted or which fail due to this use of tour grade heal improper selection of their range or missippiration in the divides responsively. DANAGE CAUSED BY REPAIR PARTS: Materiations caused by the use of color than original

Mindedko Berg state paris and accessivities. DAMAGE PROM THE EMMONYMENT: Paris made train deshior legitlar (lighdesen), comandrío ioxis. trin cons), wood, pairt or chroma which have been allested by ratherne ledical, each as chomicals and the sap or by mad salt half windstorm or other uniformental lactors. Dannage created by an and of Coal, including without limitation, enabledges, fire, flood, scottes or other acts of individual DAMAGE TO GLASS. Grass because or construes control or world unless positive physical prod of a nemiación para carbo estáristad.

This Limited Warranty does not cover:

NON-LAB CENTER INSTALLATION: Labor for convex and replacement at defective parts and accessories suidity, an automoral Membels-Bene Retailer (insurance) cut of light times, as applicable). If the subsequent read is performed by anon-matrix defendant facility. Labor changes shall be part only for service provided by an authorized Membels-Bene Contra (passance are or light stock as applicable).

NON-DEFECTIVE PARTS: At pure including parts and cover-the-counter (non-AAB Center unstallation) are subject to warrefly parts broading if a warrefly part least is shown. No broadle found: VMMV vid detail the first and refer the entire claim. For parts sold over the counter, the details is entired to recover any expenses from the first least.

TRANSFERRED PARTS: Senice parts, explanati, and expensely transferred between valides are

induction as no long covered by this writerly.

EXTENDED TO USE ON LONG CONTROL OF THE MANAGEMENT OF T

Things you should know about the Mercedes-Benz Vehicle Service Parts and Accessories Limited Warranty:

maissin and care for the part or accessory and the way have warranty repairs performed by the applicable eutronaed Nacordes-Berry Cortex

Please note the cilingence between "restocks" and denvices as used in the warranty. Defects are covered since we the distribution are responsible. Comprisely, we have no control over damage caused by such things as, but not finited to constain, misuse, and lack of numerousce. Therefore, damage for refreever reason is not , अहा हत कर कार्य प्रतिकार कर के

Mantenance services are used and covered by the warrandy since it is the coveres majorisability to maintain the

vehicle according to the marker since requirements provided.

CUSTONER REPAIR ORDER: You convicing M-5 Curtain Magney on a cupy of the Repair Circle constructions.

reports partitional Preuse keep this copy with your vehicle records

What to do it there is a question repairing the Umited Warranty.

The existration and question of the coales-Barr comes is of primary concern to the coalesthing passarger can the much resident and tistless. In the coard a main by material and handed to you

schedul, the voluming steps are suggested.

FIRST - Discuss the problem with your Management Bank to Service statement against the Service statement against the description of the Management Service statement against the Management Service Center's owner. Them - Rignest Contrador - It ununaward questions routin contact Mercedos-Berr USA, LLC, Custimar Assessance Corex, One Mercedos Orto, Mortania, New Josep 07545-0750.

1-800 FOR-MERCedes The Quatures Assistance Contenting askites the telephony information

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2. Verion Statification Number (NN) stamped on wholshield tag.

3. Dice part was nucleased

You IA-B Passenger Cor of Light Toock Center's remo-

5. Nation of problem.

Distributor in the United States: Mercedes-Benz USA, LLC Que Mercedes Drive, P.C. Box 350 Montyalo, Nevi Jersey 07645-0350

www.MBUSA.com

This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

THIS IS THE COLY WARRANTY GIVEN WITH THE PUNCHASE OF MERCEOES-BENZ SERVICE REPLACEMENT PARTS, COUDMENT OR ACCESSORIES. THE IMPLIED WARRANTIES OF MERCEUES-BEAZ SERVICE REPORTMENT PARTS, COUDMENT OR ACCESSORIES. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A FARTICULAR PURPOSE ARE LIMITED TO THE DURATION OF THE WARRANTY OUTLINED ABOVE FROM THE DATE OF PURCHASE. DAMILERCHYSLER AG, LIERCEDES-BENZ U.S. IMFERNATIONAL, INC., MERCEDES BENZ U.S. LIC, MERCEDES BENZ CENTER (PASSENGEIT CAH OR LIGHT TRUCK, AS APPLICABLE) NEITHER ASSUME NOR AUTHORIZE ANY OTHER PERSON TO ASSUME FOR THEM ANY OTHER LIABILITY IN CONNECTION WITH SUCH PARTS, EQUIPMENT OR ACCESSORIES.

NO PAYMENT OR OTHER COMPENSATION WILL BE MADE FOR INDERFCT OR CONSECUENTIAL DAMAGE SUCH AS DAMAGE OR INLIGY TO PERSON OR PROPERTY OR LOSS OF REVENUE WHICH NUCH THE PAYON OF THE FAILURE OF ANY PART OR ASSEMBLY WHICH LAW BE REPARED OR REPLACED IT ACCORDANCE WITH THE TERMS OF THIS WARRANTY

Some states do not allow the exclusion or limitation of biglidental or consequential damages or limitation on how long an improd visitishty lists, so the above finitetions may not apply to you.

## WARNING

Motor vehicles contain chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. These chemicals are contained in many vehicle components and replacement parts, vehicle fluids, and paints and materials used to maintain vehicles, including, but not limited to, fuel, oil, batteries, brakes, and wheel balancing weights. When you service, clean or maintain your car, you will be exposed to listed chemicals contained in used oil, waste and replacement fluids, fumes, grease, grime, touch-up paint, certain replacement parts, and particulates from component wear. When we service your car, we will return used components to you upon request. Used parts and components contain chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

To minimize your exposure when servicing, maintaining or cleaning your vehicle: 1) work in a well ventilated area; 2) do not smoke, drink or eat while working; 3) wash your hands when finished or when taking a break; and 4) follow all manufacturer instructions pertaining to proper use and maintenance of motor vehicles and vehicle components.

(Posted in accordance with Proposition 65 In Cal. Health & Safety Code §25249.5 et seq.)

ALL PARTS AND SERVICE PROVIDED AS IS BY DEALERSHIP: ALL FARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS AND SERVICES ARE PROVIDED BY OUR DEALERSHIP AS IS. OUR DEALERSHIP DISCLAINS ALL VIARRANTIES, EXPRESS AND IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND PITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THE SALE OF PARTS AND ACCESSORIES AND FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THE CUSTOMER AND ACCESSORIES AND FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THE CUSTOMER AND ACCESSORIES AND FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THE CUSTOMER AND IT APPLICABLE. THE MANUFACTURER IF THE VEHICLE OR ANY INSTALLED PARTS OR ACCESSORIES SHOULD PROVE DEFECTIVE FOLLOWING THEIR PURCHASE, THE CUSTOMER AND POSSIBLY THE MANUFACTURER AND IN IT THE DEALERSHIP ASSUME THE ENTIRE COST OF ANY NECESSARY SERVICING OR REPAIR, CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

HAZARDOUS WASTE DISPOSAL COSTS: A CHARGE MAY BE ASSESSED TO COVER COSTS ASSOCIATED WITH THE HANDLING, MANAGEMENT AND DISPOSAL OF TOXIC WASTE OR HAZARDOUS SUBSTANCES UNDER CALIFORNIA AND FEDERAL LAW.

1. Our Dealership's usual charges for labor are not based on actual mechanic's time, but are simply our prices for particular jobs, 2. You will be charged no more than the estimated price approved by you. However, if we discover that different or additional repairs are necessary, you will go contacted for your advance approval of a revised estimate. 3. Customer is hereby notified that the vehicle and any of its contents are not insured or protected to the actual cash value thereof, or otherwise, against loss accasioned by their. Fire or vandalism while the property mains with the Dealership, 4. Customer states no articles of protected to the actual cash value thereof, or otherwise, against loss accasioned by their. Fire or vandalism while the property mains with the Dealership, 4. Customer states no articles of protected to the availability of parts or dulays in parts shipment beyond the Dealership is not responsible for unavailability of parts or dulays in parts shipment beyond the Dealership's control. 6. Due to the type of sovice requested some repairs must be substa. 7. All labor and parts. The Dealership is not reaponsible for that steed earlier of the part of the value of the part of the part of the value of the part of the part

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CA

CONRAD KUYAWA

PITTSBURG,

934130

## MERCEDES BENZ OF WALNUT CREEK

\*INVOICE\*

PAGE 4

1301 PARKSIDE DRIVE WALNUT CREEK, CA 94596 (925) 937-1655

Mercedes-Benz

BAR# AL 242307 EPA# CAL 00030C 38 HOME: SMOG# ARD 242307 CONT: BUS: SERVICE ADVISOR: CELL: 2818 MAURICIO ROCHIN COLOR YEAR MAKE/MODEL VIN LICENSE MILEAGE IN / OUT TAG 19 MERCEDES-BENZ S560 WDDUG8DB5KA482569 27161/27164 T6836 DEL. DATE PROD. DATE WARR, EXP. PROMISED PO NO. RATE PAYMENT INV. DATE 18FEB23 DD 17:00 18MAR23 0.00 CASH 30MAR23 R.O. OPENED READY **OPTIONS:** DLR: 05158 18FEB23 115:23 30MAR23 LINE OPCODE TECH TYPE HOURS LIST NET TOTAL 532 W76 (N/C)006555 PERFORM OIL CHANGE: W76 532 (N/C)401580 REMOVE/INSTALL COMPLETE WHEEL 532 (N/C)W76 015801 CHECK CYLINDER HEAD, FINDINGS:.... (CYLINDER HEAD REMOVED) (N/C)532 W76 MCLR NTG TIME REVIEWED BY 2249 (N/C)1 IPS PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0. " .35 27163 LEFT CYL HEAD, EXHUAST VALVES FOR CYL #8 LEAKING CUST STATES ENGINE IS SHAKING AND CHECK ENGINE LIGHT IS ON, START VEHICLE FOUND CHECK ENGINE LIGHT IS ON, AND ENGINE HAS MIFIRE, CONNECT SDS AND BATTERY CHARGER, PERFORMED SHORT TEST FOUND FAULT CODES P030022 Combustion misfiring has been detected. The signal amplitude is greater than the maximum amplitude., P030100 Combustion misfiring of cylinder 1 has been detected. , P030800 Combustion misfiring of cylinder 8 has been detected. , PROCESS CODE STATES PERFORM MANUAL LEAK DOWN TEST, CHECK FAULT COUNTER, FOUND CYL #8, MISFIRES CONTINUALLY, CYL #1 NO MISFIRE FOUND IN FAULT COUNTER, REMOVE ALL 8-SPARK PLUGS, FOUND CYL #8 SPARK PLUG GAP HAS OIL BUILD UP THAT CLOSED THE GAP, PERFORMED CYL LEAK DOWN TEST, CYL #1 13%, CYL#2 10%, CYL #3 5%, CYL #4 5%, CYL # 5 7%, CYL #6 6%, CYL #7 12%, CYL #8 80%. INSPECT CYL#8 WITH BORE SCOPE, CYL WALL OK NO SCORING. WHILE CHECKING CYL #8 LOCATED LEAK COMING FROM THE EXHAUST SIDE, EXHAUST VALVE GUIDE WORN LEAKING OIL INTO CYL#8, REMOVE ALL 3-UNDER PANELING, REMOVE CENTER EXHAUST PIPE, DRAIN COOLING SYSTEM DRAIN ENGINE OIL. REMOVE FRONT WHEELS AND LINERS, DISCONNECT BATTERY, REMOVE FRONT SUBFRAME W/ ENGINE AND TRANSMISSION, REMOVE ENGINE HARNESS FROM THE LEFT SIDE OF ENGINE, REMOVE LEFT INTAKE MANIFOLD, REMOVE FRONT INNER COOLERS, REMOVE HEAT SHIELDS AND EXHAUST MANIFOLD, REMOVE LEFT ENGINE COVER AND FRONT COVER, REMOVE CAMSHAFTS AND LIFTER ELEMENTS, REMOVE CHAIN GUIDE REMOVE LEFT CYL HEAD, NEW CYL HEAD CAME BARE, INSTALLED LEFT CYL HEAD VALVE STEM SEALS, INSTALL INTAKE AND EXHAUST

\*HAZARDOUS WASTE DISPOSAL DESCRIPTION TOTA: **Total Additional** Approved By: Date & Time Authorization Obtained By: COSTS: We have added LABOR AMOUNT charge to cover costs associated Fax (See Attached PARTS AMOUNT DE-mail (See A)tembed with the handling, management OTelephone
OFax (See Attached
DE-med (See Attach and disposal of toxic wastes or Revised Estimate GAS, OIL, LUBE hazardous substances under SUBLET AMOUNT California and Federal Law. ☐ Tire pressure check/inflation service was performed. WASTE DISPOSAL COSTS ' psi LR psi LF psi RR ALL PARTS ARE NEW **TOTAL CHARGES** Customer declined tire pressure check/inflation service. Initials **UNLESS OTHERWISE** By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this Invoice and that you received LESS INSURANCE INDICATED. Some Parts Not Returnable SALES TAX for had the opportunity to inspect) any replaced parts as requested by you. AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE CUSTOMER SIGNATURE PLEASE PAY THIS AMOUNT

NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK.



This Limited Warranty covers:

DETECTS: Marcedes-Berz USA, LLC (MRUSA) wanters to the original purchaser and each adhistrated white of Marcedes-Berz gunding sarvice enterement parts, reported, or hetery approval accessores, except time, installed on a Marcedes-Borz vertical which is opposed time, installed on a Marcedes-Borz vertical which is opposed time. approval excessores, except time, instand on a Narrodes-Bord Which is optimized in the USA or Consideration mentions and service to be free from defects in mental and working structured the Instances and Service CAR OR USHT TRUCK OEALER: Any authorized Mercores-Bord Carter (passenger on or high truck, as applicable) of the purchaser's choice will, without charge, perform warrarly reports or replacements. The purchaser must return the defense part or accessory to the dealers place of business during normal service house. A easonable time should be allowed for performance of the report after taking the part to the business about the service that the should be allowed to perform and of the report after taking the part to the business. Marcedus-Barra Conter.

VARIABITY PERIOD: This warrary is for 12 months of miles of from date of purchase. Automatic transmissions are warrarded for 24 months or 24,000 mals, whichever comes first. from date of purchase.

Engines and loping blocks are warranted for 48 months or 50,000 miles, which ever comes limit,

in the disposition as of water the instruction of survivors that a survivors the disposition as of May 20, 1996.

That is taken, comes, who defectors, one grants, step beas, tender iteres, numbry boards, spokes and log lights are variented for 46 months or 50,000 miles, whichever occurs first is instructed prior to or at retail definery of a new Mercedes-Bern vehicle. This water ty will only to for the retailed proton of the Hew Nelices Limited Watershop or 12 months with unfined milesge. හැරෙනත් සිටියලන් ර්යාවේස රාජ්ය වේ අයවර්ජා ඒ එයෙන කාල්යාවෙන නම එන්වැන් මෙන් මෙන් ප්රථාද හැරි

of a new Managoes-Bonz vehicle.
This warranty applies only it the appressories Ested above are installed by MBUSA or an authorized. Microcolect Benti Compact threse audessocies are tissal edialiar expansion of the New Vehicle Limited Warrarty or size sold over-the-counter, the 12 months' unlimited mileage warrant; from date of purchase apprics.

Hermotis key reclamental ballaries are concretifor 00 days from the battery purchase date.

MB Cellular Telephome reprocement batteries are concretifor 12 months from the battery purchase date for variotis between see National Bartery Limited Warrary, Form S-0.117-800-A.

WARRARTY STARTS: The warrary period starts from the date of purchase of the purk or accessory. The death (passenger car or Syrk truck, as explicated) must be limited with the customer a copy of the original sates recept on counter sates or the outstarm's copy of the report

order on Destor installations to validate the date of purchase. NO CHARCE: Wairanty repairs will be minde at no charge for parts and fatter when performed at an authorized Marchase-Benz Rezaler (passenger car or light (mick as egplicable).

WARRANTY PERIOD FOR ACCESSORIES (OTHER THAN CHILD SEATS, BLECTRONC WARRANTY PERIOD FOR ACCESSORIES (OTHER THAN CHILD SEATS, BLECTRONC ACCESSORIES OR PORTAGLE RECYOVABLE ELECTRONIC DEVICES; if returned and accessors which ("Values") by an Authorized Death prior to cr at mail delivery, coverage is for the current of the Matterlas-Barn New Matterlas United Warranty ("MAW"). It postulated after the original satelease of the Various and installed on the Vesicin by an Authorized Deales currence is

## VEHICLE SERVICE PARTS AND ACCESSORIES LIMITED WARRANTY

for the remainder of the MANY or 24 marks, which have is known if an extended finded vanishly (FELMY) from MBUSA is applicable to the Nation on which the accessive were installed by an Authorized Dalay, converges for the remainder of the ELM or 24 months from the circle of relations. underer slagge

If histand by on Authorized Dealer on a Certifical Pha-Owned Vertice at the time of purchase hists; construct is for the duration of a Mercedos-Burn Certified Pho Owned Limited Walnesty ("CPO-7") period or 24 months, whichever is longer til installat by an Authorized Dealer other time pure according Detailed the Ormed Vericle, coverage is for the remainder of the CPOW or 24 months, whichever is

If our chased ever-the-countries a installed by an Authorized Dealer coverage is for 12 months from

the date of purchase WARRANTY PERIOD FOR CHILD SEATS AND ELECTROING ACCESSORIES: Chib servy seas and electronic accessories (mouring, but not brilded to, Real-Seat Enterlainment Systems and Bill-charin dayous for franks from communication) are covered for 24 months from called purchase.

FOR CONFIDENCIA CONTROL SERVING STRUCKES SERVINGS FOR CONFIDENCIA CONFIDENCIA

to prove hardests, norther hardeson devices healphranes be introductionally an covering in more than be deviced as a function of more than approved source parts and excessories. (1) Danage caused by accident, misuse or negligence. (2) Danage caused promise that country branched matriavance. (3) Hormal mean and sec. (4) Required matriavance. (5) Danage matrices and source parts and excessories. (7) Danage from these, including but not finitely environment, exposure, use country to including, or use in approximation of institution of the flow for which the product is designed. (8) Danage reacting from fairly included other than supported by proci of purchases and/or proci of dealer resistation where required.

This Limited Warranty does not cover:

TRES: Redactines these are warranted by the training and action of the comment of the total comments of the total comments of the comments of negled, attention or accident, or which there been impropory restrictly repaired or telescent, or used in applications for which they were either not designed or approved by MRUSA. Defects or durage from improportically, operation, instrumence, adjustment, or attention in modeleast on a style find. HORIMAL MAINTERVANCE IS AT OWNER'S EVPETSE: The expense for clearing, adjusting or repairing or parts, such as air, in, and field files, windshidd when takens by the basic destruments. Or confidences, in the course of normal interbusines is the owner's responsibility. The expense ket replacing sports plays three are no or lead tracked or which led due to the use of low grade had, improper Washing Ingress of missippication is the divination responsibility.

DAMAGE CAUSED BY REPAIR FARIS: Materialisms cruised by the use of conditions original.

Marcodes Benz state parts and accessories.

DAMAGE PROLATHE ENMIRORALEM Parts misco from cloth or best or (updastery, commendatives). frinternal, wood, paint or chrome which lake been affected by airborne facture such as chemicals and the exp. or by mad suc had, windstorm or other environmental learns. Danners caused by an earl of Gud, including without environmental status, from Good, storms or other acts of incline. DANAGE TO GLASS, Glass breakage or screenings from not covered unless possive physical province. a menutacturing laut can be established.

This Limited Warranty does not cover:

NONLY SCHIER RISTALLATOY Labor to consider a distance party and accessorial solid to a distance party and accessorial solid to a distance Manager Solid Resider (passenger or or lot buck, as appointed), if the subsequent report produced by a non-authorized equivalently. The charge station party in considerably and control (passenger or or light buck, as applicable), if the subsequent report of the party in control produced by a non-authorized paste such over-the country (party laboration) are subsequently party tarty to a non-authorized paste such over-the country for both a load of the warranty party sans testing for warranty parties mean shows the both a load of the warranty warranty and the subsequently are subsequently as the subsequently as the subsequently are subsequently as the subsequently as the subsequently as the subsequently as the subsequently as a subsequently as the su

TRANSFERRED ANTS: Service pure, equipment and accessories transferred between valides after insufacion are no bodge covered by this warranty.

EXTRA EXPENSES This warranty does not cover plyment for loss of use of the voltage during warranty repuirs not beging this, subsidiating portation restals of no travel costs, forwing, becamer case, cost of pay or any

other indirection consequential demogra-Things you should know about the Mercedes-Benz Vehicle Service Parts and Accessories Limited Warranty:

CENTERIAL Our homising the repair under manners, without throps to you expensive with its car had that possible with an institute Massachia-Borz or wise part or excessory that you produced from and had breaked by an extremed M-B Center (passenger car or Syst Inters, as expectable). At we say a first you properly maintain and case for the part or accessory and that you have warnedly repairs perfunned by the applicable

nuclus and Mencedes-Benz Certai Pease note the connected between "celects" and "damage" as used in the wemony. Detects on coveral since wa, the combuted are responsible. Conversely, walliand no control over damage careful by such things as, like the Enthrollor content, missise, and took of missistance. Therefore, things for vitacera costants not control by the warrate.

Maintenance servees are discord control by the winnerty since Cisitiv owners responsibility to maintain the

vehicle according to the institutionance requirements provided. CUSTOMER RETNEY ORDER: Your servicing AH-B Certain Will give you a copy of the Rhipe's Cities on all warrancy

CUSTOLYER RETURN ORDER: Your servicing M-8 Center Way live your accept of the chair water and wanterly repairs per trained. Praise keep this copy with your vehicle records.

Whilst to do if there is a question regarding the Limited Warranty.

The restriction and goodwal of Morcoes-Gene owners is of primary concern to Macoeda-Brita cussering car or light mode intakes and MBUSA, by the event a wanterly made is not trained to your seastaction, the total order and supposited.

HIST - Discuss the problem with your Marcodes-Bene Center's management. This to the Service Marrays, then your of here agustions, does from with the Narraets-Bene Center's owner.

THEM - Request Confidence - if unarrained spectrum contain contact Microseds-Bene USA.

LLC, Customer Assistance Center, One Marcodes Dring Marcodes-Bene USA.

LLC, Customer Assistance Center, One Marcodes Dring Marcodes (1974-1974-1976).

1-800-FOR-MERCedes

The Ousdaner Assistance Contar may ask for the following information:

1. Year and model of vehicle. 2. Vehicle Identification Number (VVI) stamped on vandshield tag.

3. Dase part was punchesed.

Your M-B Prissunger Cer or Light Truck Center's name.

5. Nature of problem.

Distributor in the United States: Mercedos-Benz USA, LLC One Mercedes Drive, RO. Box 350 Montvala, New Jersey 07645-0350

YWW.MBUSA.com

California (03/13)

This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

THIS IS THE ONLY WARRANTY GIVEN WITH THE PURCHASE OF MERCELES-BENZ SERVICE REPLACEMENT PARTS, EQUIPMENT, OR ACCESSORIES. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE OURATION OF THE WARRANTY OUTUNED ABOVE FROM THE DATE OF PURCHASE. DAIMLEHCHRYSLER AG, MERCEDES BENZ U.S. INTERNATIONAL, INC., MERCEDES BENZ USA, LLC, MERCEDES BENZ SERVICE CORPORATION OR THE MERCEDES BENZ CENTER (PASSENGER CAR OR LIGHT TRUCK, AS APPLICABLE) NETHER ASSUME FOR AUTHORIZE ANY OTHER PERSON TO ASSUME FOR THEM ANY OTHER LIABILITY IN CONNECTION WITH SUCH PARTS, EQUIPMENT OR ACCESSORIES.

NO PAYMENT OR OTHER COMPENSATION WILL DE MADE FOR INDIRECT OR CONSEQUENTIAL DAMAGE SUCH AS, DAMAGE OR PLURY TO PERSON OR PROPERTY OR LOSS OF REVENUE WHICH MIGHT BE PAID. INCURRED OR SUSTAINED BY REASON OF THE FAILLIRE OF ANY PART OR ASSEMBLY WHICH MAY BE REPARED OR REPLACED IN ACCORDANCE WITH THE TRANS OF THIS WARRANTY.

Some states do not allow the exclusion or traduction of incidental or consequently damages or timitation on how long an implied warranty lasts, so the above irrelations may real apply to you.

## WARNING

Motor vehicles contain chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. These chemicals are contained in many vehicle components and replacement parts, vehicle fluids, and paints and materials used to maintain vehicles, including, but not limited to, fuel, oil, batteries, brakes, and wheel balancing weights. When you service, clean or maintain your car, you will be exposed to listed chemicals contained in used oil, waste and replacement fluids, fumes, grease, grime, touch-up paint, certain replacement parts, and particulates from component wear. When we service your car, we will return used components to you upon request. Used parts and components contain chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

To minimize your exposure when servicing, maintaining or cleaning your vehicle: 1) work in a well ventilated area; 2) do not smoke, drink or eat while working; 3) wash your hands when finished or when taking a break; and 4) follow all manufacturer instructions pertaining to proper use and maintenance of motor vehicles and vehicle components.

(Posted in accordance with Proposition 65 in Cal. Health & Safety Code §25249.5 et seq.)

ALL PARTS AND SERVICE PROVIDED AS IS BY DEALERSHIP: ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPARS AND SERVICES ARE PROVIDED BY OUR DEALERSHIP AS IS. OUR DEALERSHIP DISCUMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCIDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND PITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THE SALE OF PARTS AND ACCESSORIES AND FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THE CUSTOMER AND ACCESSORIES AND FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THE CUSTOMER AND ACCESSORIES IS WITH THE CUSTOMER AND, IF APPLICABLE, THE MANUFACTURER, IF THE VEHICLE OR ANY INSTALLED PARTS OR ACCESSORIES SHOULD PROVE DEFECTIVE FOLLOWING THEIR PURCHASE, THE CUSTOMER AND POSSIBLY THE MANUFACTURER AND NOT THE DEALERSHIP ASSUME THE ENTIRE COST OF ANY NECESSARY SERVICING OR REPAIR. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

HAZARDOUS WASTE DISPOSAL COSTS: A CHARGE MAY BE ASSESSED TO COVER COSTS ASSOCIATED WITH THE HANDLING, MANAGEMENT AND DISPOSAL OF TOXIC WASTE OR HAZARDOUS SUBSTANCES UNDER CALIFORNIA, AND FEDERAL LAW.

1. Our Dealership's usual charges for tabor are not based on actual mechanic's ilmo, but are simply our prices for particular jobs. 2. You will be charged no more than the estimated price approved by you. However, il vo diacover that different or additional repairs are necessary, you will be contacted for your advance approval of a revised estimate. 3. Customer is hereby notified that the vehicle and any of its contents are not insured or protected to the amount of the actual cash value thereof, or otherwise, against loss occasioned by theft, fire or vandalism while the property remains with the Dealership. 4. Customer states no articles of personal property have been left in the vehicle and dealer is not responsible for inspection thereof. 5. The repair of this vehicle and completion data are subject to the availability of labor and parts. The Dealership is not responsible for inspection thereof. 5. The repair of this vehicle and completion data are subject to the availability of labor and parts. The Dealership is not responsible for inspection thereof. 5. The repair of the vehicle dealership is not responsible for inspection thereof. 5. The repair of the vehicle dealership is authorized to define the vehicle and under PAYMENT TERMS on the first side hereof will be deemed to have been given upon depost in the United States mall, postings prepaid, of written notification to that effect addressed to the customer at the address given on the front side hereof will be deemed to have been given upon depost in the United States mall posting fee will not charged. 9. The Obailership is authorized to defiver the vehicle described hereof nor any of its contents to any person presenting this receipt. 10. In addition to any and all other legal remedies available. I authorize the Dealership is to have a lien on the vehicle described herein for all charges for repairs, including labor and parts, storage and/or towing, and to enforce such lien. The Dealership is hereby expressly authorized to sell said vehicle and the proceed TO OUR SERVICE CUSTOMERS:

STATEMENT CONCERNING AMENDMENTS TO THE SONG-BEVERLY WARRANTY ACT AS FOLLOWS: "A buyer of this product in California has the right to have this product serviced or repaired during the warranty period. The warranty period will be extended for the number of whole days that the product has been out of the buyer's hands for warranty repairs. If a defect exists within the warranty period, the warranty will not expire until the defect has been fixed. The warranty period will also be extended if the warranty repairs have not been performed due to delays caused by circumstances beyond the control of the buyer, or if the warranty repairs did not remedy the defect and the buyer notifies the manufacturer or seller of the failure of the repairs within 60 days after they were completed. If, after a reasonable number of attempts, the defect has not been fixed, the buyer may return this product for a replacement or a refund subject, in either case, to deduction of a reasonable charge for usage. This time extension does not affect the protections or remedies the

buyer has under other laws." State of California - Department of Consumer Affairs: NOTICE TO MOTORISTS: If your vehicle falls Smog Check, federal law requires you to make necessary repairs to reduce your vehicle's emissions to required levels. If your vehicle is not under warranty and you have spent up to or more than the amount required by law for appropriate emissions-related repairs at a licensed Smog Check repair facility, you may be eligible for a one-time waiver. Repair waivers will NOT be issued for:

Vehicles with missing, modified or disconnected emissions control equipment, regardless of the costs to make repairs;

Vehicles identified as "Gross Polluters" - vehicles which have much higher emissions than properly maintained vehicles in their class;

Vehicles that obtained a repair waiver after January 1, 1995, in their most recent biennial inspection or transfer of ownership.

Two consecutive repair waivers will not be issued after January 1, 1995.

If you obtain a smog certificate by means of fraud, you may be subject to a civil penalty of up to \$2500 per day of subject violation. Also, you may be subject to criminal prosecution.

For further information, call the Department of Consumer Affairs toll-free at 1-800-952-5210.

BY LAW, YOU MAY CHOOSE ANOTHER LICENSED SMOG CHECK FACILITY TO PERFORM ANY NEEDED REPAIRS OR ADJUSTMENTS WHICH THE SMOG CHECK TEST INDICATES ARE NECESSARY. CATALOG #8965527

TO REORDER CALL 866-268-9681

CONRAD KUYAWA

934130

### MERCEDES BENZ OF WALNUT CREEK

\*INVOICE\*

1301 PARKSIDE DRIVE WALNUT CREEK, CA 94596 (925) 937-1655

Mercedes-Benz

LESS INSURANCE

SALES TAX

PLEASE PAY
THIS AMOUNT

INDICATED.

Some Parts Not Returnable

AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

PITTSBURG, PAGE 5 CA BAR# AL 242307 EPA# CAL 000300338 SMOG# ARD 242307 HOME: CONT: SERVICE ADVISOR: BUS: CELL: 2818 MAURICIO ROCHIN COLOR YEAR MAKE/MODEL VIN LICENSE MILEAGE IN / OUT TAG 19 MERCEDES-BENZ S560 WDDUG8DB5KA482569 <u>27161/27164</u> T6836 DEL. DATE PROD. DATE WARR, EXP. PROMISED PO NO. RATE **PAYMENT** INV. DATE 18FEB23 DI .7:00 18MAR23 0.00 CASH 30MAR23 R.O. OPENED READY **OPTIONS:** DLR: 05158 13:54 18FEB23 l15:23 30MAR23 LINE OPCODE TECH TYPE HOURS LIST NET TOTA VALVES, INSTALL NEW LIFTERS AND COMPENSATORS, CLEAN BOLTS HOLES FROM BLOCK, INSTALL CYL HEAD TORQUE TO SPEC. RE-INSTALL CAMSHAFTS AND ADJUSTER, CHAIN TENSIONER, DRY FIT VALVE COVER, ROTATE ENGINE TWICE BY CRANKSHFT TO 53 ATC, INSPECT THROUGH CAM SENSORS, FOUND HALF OF THE HOLES BLOCKED BY SHUTTER OK. RE-ASSEMBLE ENGINE, INSTALL FRONT AXLE CARRIER W/ ENGINE & TRANSMISSION, FILL AND BLEED COOLING SYSTEM, RE-INSTALL FRONT LINER AND WHEELS, TORQUED WHEELS TO SPEC., START ENGINE, RUN SMOOTH, INSPECT FAULT COUNTER, NO MORE MISFIRES FROM CYL 8, PERFORMED OIL/FILTER CHANGE, CLEAR DTCS. START ENGINE FOUND CHECK ENGINE LIGHT CAME BACK ON, CONNECT SDS RE-RUN SHORT TEST, FOUND CURRENT FAULT CODE P039100 FOR LEFT EXHAUST CAMSHAFT POSITION SENSOR HAS A MALFUNCTION B PERFORM RECALL 2020110015 CHECK HIGH-PRESSURE FUEL LINES AT HIGHPRESSURE FUEL PUMPS E-CLASS, S-CLASS, AMG GT, GLS-CLASS AND G-CLASS CAUSE: 021705 OPERATIONS: CHECK HIGH- PRESSURE LINES ON HIGH- PRESSURE FUEL PUMPS ACC. NO.: ....., CODE: ....... 532 W76 (N/C)0.00 0.00 OTHER: 0.00 TOTAL LINE B: 0.00 PARTS: LABOR: 27163 PERFORMED RECALL # 2020110015 PROCEDURE A PERFORMED RECALL # 2020110015, OPEN HOOD, REMOVE ENGINE COVER, LIFT BOTH INSULATION COVERS FROM BOTH HIGH PRESSURE FUEL PUMPS AND INSPECT FUEL LINE FITTINGS, NO DIRT FOUND OR FUEL STAINS FOUND ON EITHER HIGH PRESSURE PUMP PROCEDURE A END OF MEASURE C PERFORM RECALL REPLACE BRAIDED HOSE OF LOW-PRESSURE 2022070004 FUEL LINE CAUSE: 020900 OPERATIONS: REPLACE HOSE OF RIGHT FUEL LINE IN LOW- PRESSURE FUEL CIRCUIT, ACC. 07 922 CODE: 21P0792208 08, \*HAZARDOUS WASTE DISPOSAL DESCRIPTION **TOTALS** Total Additional Original Estimate (Parts & Labor) Approved By: Date & Time Authorization Obtained By: COSTS: We have added this LABOR AMOUNT Telephone

Fex (See Attached)

E-med (See Attached) charge to cover costs associated PARTS AMOUNT with the handling, management □ Telephone □ Fez (Ses Attached) □ E-mail (See Attached) and disposal of toxic wastes or GAS, OIL, LUBE Revised Estimate hazardous substances under SUBLET AMOUNT California and Federal Law. ☐ Tire pressure check/inflation service was performed. WASTE DISPOSAL COSTS \_psi LR \_\_\_psi RR\_\_ ALL PARTS ARE NEW psi LF Customer declined tire pressure check/inflation service. TOTAL CHARGES Initials **UNLESS OTHERWISE** 

By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this invoice and that you received

(or had the opportunity to inspect) any replaced parts as requested by you.

CUSTOMER SIGNATURE



This Limited Warranty covers:
USECTS Altroduction USA, LLC (ARREA) waters to the critical purchaser and each schescuest owns: of Merceles-Benz gereine savice replacement parts, region est, or factory enormed eccessives, except time, resisted on a Marches-Berg volicie which is oprated in the USA or Carneta under normal use and apprice to be health marches in material and workman ship.

ANY MERCEDES-BENZ PASSBYGER CAS OR LIGHT TRUCK DEPLET: Any adjusted Minocities Bard Color (presongs are or byla truck as implicable) of the purchasers choice will without charge, parliam warrary repairs or replacements. The purchaser must return the category are no experienced by purchaser must return the category are no experienced by the desires place of business during mannel service hours. A national all the struct of investing performance of the report all selection the part to the

WARRANTY PERGO: This warranty is for 12 months unimend mileage from dise of purchase. Automatic transmissions are warranted for 24 months or 21,000 miles, whichever comes first, from data of purchase.

Employs and long blocks are warranted for 48 mortins or 50,000 miles, whichever corner hist.

include date of includance and May 20, 1996.

The latest the date of includance and May 20, 1996.

The latest the date of includance and May 20, 1996.

The latest the date of includance and defections, getting grade, step bears, latest a dates, nursing boards, snowers and log lights are warrand for 48 morals of 50,000 mag, whether we occurs that it control prior to or at real definity of a new Mercedes-Benzviolide. This women's will only be for interesting purion of the New Made Limited Waiserty or 12 mostles will be the missing which will be something purion of the New Made Limited Waiserty or 12 mostles will be the missing which will be something to the missing of the something the something will be something the something the something will be something the something the something will be something will be something the something will be something will be something will be something will be something will be

This warrandy explicis only it the accessories listed above any instituted by MADUSA or an authorized Mercedas Berry Center & size accessories are installed after explanion of the New Minde Limited Warrarty or are said over-the-counter, the 12 months/ untimited mileago warrarty from case of Curriase applies.

Remote key replacement batteries are covered for 90 days from the battery purchase itse. All B Celular Thierhome replacement batteries are covered for 12 mortisalism this battery purchase date. For various bottomes, seo Whitch Battery Limited Warrany, Form S-0-117-800-A. WARRANTY STARTS: The variously period starts from the date of purchase of the part or accessing. The decid (passenger day or light truck, as applicable) must be furnished with the customer is copy of the oxiginal sales receipt on counter sales or the customer is copy of the oxiginal sales receipt on counter sales or the customer is copy of the oxiginal sales receipt on counter sales or the customer is copy of the oxiginal sales receipt on counter sales or the customer is copy of the oxiginal sales receipt on counter sales or the customer is copy of the oxiginal sales receipt on counter sales or the customer is copy of the oxiginal sales receipt on counter sales or the customer is copy of the oxiginal sales receipt on counter sales or the customer is copy of the oxiginal sales receipt on counter sales or the customer is copy of the oxiginal sales receipt on counter sales or the customer is copy of the oxiginal sales receipt on counter sales or the customer is copy of the oxiginal sales receipt on counter sales or the customer is copy of the oxiginal sales receipt on counter sales or the customer is copy of the oxiginal sales receipt on counter sales or the customer is copy of the oxiginal sales and the customer is copy of the oxiginal sales and the customer is considered to the customer is copy of the oxiginal sales and the customer is copy or considered to the customer is copy or copy or considered to the customer is copy or considered to the cus

order on Dealth installations to validate thy date of purchase. NO CHARGE: Warrarly repairs with be need at no charge for parts and tabor when parformed at an action/rod Marrodas-Beru Ratalia (passenger our or infil truck as applicable).

WARRAMTY PERIOD FOR ACCESSORES (OTHER THAN CHELD SEATE FLECTROACE ACCESSORES CHIPCRIAGLERE MOVABLE FLECTROATE DEVICES IT INSURAL CHIEF MOVABLE FLECTROATE DEVICES IT INSURAL CHIEF MOVABLE FLECTROATE DEVICES IT INSURAL CHI Bore volide ("Wircle") by an Authorized Dealer prior to or at most destray, coverage is for the thiretion of the Marcedas Boru New Vehicle Limited Westerly ("WWW), if purchased after the original safetasse of the Vehich and installed on the Vehich by an Authorized Dealer, coverage is

## VEHICLE SERVICE PARTS AND ACCESSORIES LIMITED WARRANTY.

for the remainder of the MMLV or 24 months, whichever is longer if an extended limited warranty ("ELV") from MBUSA is imprecise to the Valida on which the accessory was installed by an Authorized Deuter coverage in for the remainder of the ELV or 24 months from the drive of installation. whether a larger

If instead by in Authorized Decier on a Certified Pre-Owned Vericle in the line of nurchase leave, curence is for the duration of a Marceles-Barg Certified Pro Owned Lineso (Namerty ("CPO")") pariou or 24 mostrs, whichever is known if included by an Automated Usater offer the purchase of a Contrad Pro-Divinod Vehicle, coverage is for the remainder of the CPOW or 24 months, whicheve is brigu

If purchased ever-los-eccurrounce inclated by an Authorized Dectar, coursage is for 12 months linn: the date of our drawn

WARPANTY PERIOD FOR CITED SEATS AND ELECTRONIC ACCESSORIES: CITED SEATS AND ELECTRONIC ACCESSORIES: CITED SEATS AND oceranic excessories (including, but not finited by, flex-Seat Brieflanmert Systems and Bleedouth devous for nurde-flex communication) are covered for 24 morths from other of autotiuse WARRAVITY PERIOD FUR PORTABLE/FELSOVABLE ELECTROVIC DEVICES. Electronic devices that

am not permanently installed in the Vehicle or dust or purchasterior the Vehicle (including over not build to prixing handsals, portally reprintation envices. Featiphonas and named controls) are covared for 12

months from the data of purchase.

TEMS NOT COVERED FOR ALL ACCESSORIES: (1) Damage caused by accident, insuse or rapiginge, (2) Damage resulting from lack of required maintenance. (3) Normal wear and lack (4) Required memberance. (5) Damage recurring from attention. (6) Damage cause by the use of other then approved source use contrary in instructions, or use in appear one or installed in the contrary in instructions, or use in appear one or installed in the contrary in the other trace for which the product is designed (8) Damage resulting from leasy resultance. (9) home not supported by dreaf of purchase and/or proof of dealer resultation where required.

This Limited Warranty does not cover:

THES Replacement has the wanterfully the time manufactures.

DAMAGES DUE TO ACCIDENTS, NESUSE OR NEGLICENCE: Parts damaged due to abuse, misuse, maybes, atention or according or which have been reproperly restrict, regard or bidriested, or with manufactures for which have been reproperly restrict, regarded or bidriested, or with manufactures for which have been not designed or approved by MBUSA. Defects or during from manufactures for which particularly representations and any kind.

INSTRUMENTATION OF SAT OWNERS EXPENSE: The expense for during, adjusting or returning. of parts, such as all oil, and and filters, windshied wiper blades, light bubble, distributor points, or condensers, in the course of normal mathematics is the owner's responsibility. The expense for TO A MORE CAUSED BY REPORT FARTS: Materials occurs to the use of the grade field important substances of the substances

Mercedos-Sera spara perts and accessories.

DAMAGE FROM THE ENMIRONMENT: Parts made from cloth or leather (upholister), convertate tops, tim cons), wood, pairs or chromo which have been allested by arbonne league, such as chemicals. and one set, or by road sub hall varies own or other environment factors. Demogs crused by all act of God, including without finite for environment, fire, fluod, somme or other acts of instance. IDM/AGE TO GLASS, Glass bipology or sometimes are not converted unless positive physical proof of a manufacturing fault can be useful send.

This Limited Warranty does not cover.

NON-M-B CENTER PSTALLATION: Labor for emoral and episoment of delective gens and accessories suit by an accretional Heaviers Bern Restler (preserver car or light buck, as applicable), if the subsequent repair is parformed by a non-adhorited expanishing, indicating the part of the processories car or light buck, as applicable), in a subsequent the part of the parts of the parts and the course (port of the course provided by an activative RESIS: At parts including parts sold over the course (port A-B Center resaltion) are subset to warranty parts testing. It a warranty part test testing above. No broadle burst, WMM with delating and a rever early example for parts sold over the course, the delating entitled to recover any expenses from the president.

TRAVESTEPRED PARTS: Service pure, equipment and excessores transferred between vehicles after

instalizan are no lenga consecutly this vicinarity EXTRA EXPENSES: This vicinarity coes not cover payment or loss of use of the visible during vicinarity rape in a caying bills, success of transportation resides, other user a manage, beying, step to the case, loss of transportation resides, other users and transportation resides, other users are transportation resides, of the residence of the residence resides, or the residence resi riter i a ect or consequente dimage.

Things you should know about the Mercedes-Benz Vehicle Service Parts and Accessories Limited Warranty:

GENERA! Chaircation is to require that warmay, we can diverge to you carry with its our fact that gress writing with an ordinal Marcadio-Bard service part or accessory that you proclased from and had installed by an administration (ASI Center (passenger can or logal truck, as applicable). At we ask is that you properly meitaen and case for the part or accessory and that you have warranty repairs performed by the applicable autroared Hercacks Rent Center

Pease rule for elaronce between resects' and resource as used in the womenty. Defects are constrol since we, the district or responsible. Constraint, we have no considered and caused by such livings as, the no littled to couldness and link of manageness. Therefore, damage for whitever reason is not covered by the virtual of

Misrocinco servicos are riso not covered by the variousy since it is the crimina responsibility to maintain the richical according to the maintainance regardenents provided.
CUSTOMER RETAIN ORDER: Your renvicing M+B Center (vit give) pour occoy of the Repait Order on all warrances.

The serian and Pease keep this copy with your which records.

What to do if there is a question regarding the Limited Warranty:
The seriandon and goodwill of Alarondes-Benz uniners is of primary concern to Mercedos-Benz passenger can or fort truck retailers and MBUSA. In the event a warranty mater is not handed to your assuration, the kidnishing steps are suggested.

HRST - Discuss the problem with your Manades-Benz Centur's municipanters. Take to the Service

HRST - Discuss the problem with your Manades-Benz Centur's municipanters. Take to the Service

Mistory, that if you still have presides, decreasing with the Margares Zory Conditionner.
THEN - Request Confection - It unanswered questions runners, contact Newtodes-Bear USA,
LLC, Customer Assessmon Contact One Marcades Drice, Marriage, New Josey 07645-0350.

1-BOD-FOR-MERCedes The Customer Assistance Centermay ask for the following Information:

1. Year and model of vehicle

2 Which identification themper (VIV) stamped on winderiesd tog

3. Date part was purchased.

4 Your M-B Passanger Christ Eight Truck Center's name.

5. Nature of problem.

Distributor in the United States: Mercedes-Benz USA, LLC One Mernedes Drive, P.O. Box 350 Montrale, New Jersey 07645-0350

www.E18USA.com

This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

THIS IS THE DILY WARRANTY GIVEN WITH THE PURCHASE OF MERCEDES-BENZ SERVICE REPLACEMENT PARTS, EQUIPMENT ON ACCESSORIES. THE IMPLED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE OURATION OF THE WARRANTY OUTLINED ABOVE FROM THE DATE OF PURCHASE. DAIMLERCHIPS LER AG, MERCEDES-BENZ US. INTERNATIONAL, INC., MERCEDES RENZ USA, LLC, MERCEUES BENZ SERVICE CORPORATION OR THE MERCEDES BENZ CENTER (PASSENGER CAR OR LIGHT TRUCK, AS APPLICABLE) NEITHER ASSUME FOR AUTHORIZE ANY OTHER PERSON TO ASSUME FOR THEM ANY OTHER LIABILITY IN CONNECTION WITH SUCH PARTS, EQUIPMENT OR ACCESSORIES.

NO PAYMENT OR OTHER COMPENSATION WILL BE MADE FOR INDIRECT OR CONSEDUENTIAL DAMAGE SUCH AS, DAMAGE OR RELIRY TO PERSON OR PROPERTY OR LOSS OF REVENUE WHICH MIGHT BE PAYOR WITH THE FAILURE OF ANY PART OR ASSEMBLY WHICH MAY BE REPAIRED OR REPLACED IN ACCORDANCE WITH THE TERMS OF THIS WARRANTY

Sogne states do not allow the excharge or limitation of incidental or consequential damages or fundation on line and implied warranty lasts, so the above financians may not apply to you.

## WARNING

Motor vehicles contain chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. These chemicals are contained in many vehicle components and replacement parts, vehicle fluids, and paints and materials used to maintain vehicles, including, but not limited to, fuel, oil, batteries, brakes, and wheel balancing weights. When you service, clean or maintain your car, you will be exposed to listed chemicals contained in used oil, waste and replacement fluids, fumes, grease, grime, touch-up paint, certain replacement parts, and particulates from component wear. When we service your car, we will return used components to you upon request. Used parts and components contain chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

To minimize your exposure when servicing, maintaining or cleaning your vehicle: 1) work in a well ventilated area; 2) do not smoke, drink or eat while working; 3) wash your hands when finished or when taking a break; and 4) follow all manufacturer instructions pertaining to proper use and maintenance of motor vehicles and vehicle components.

(Posted in accordance with Proposition 65 in Cal. Health & Safety Code §25249.5 et seq.)

ALL PARTS AND SERVICE PROVIDED AS IS BY DEALERSHIP. ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS AND SERVICES ARE PROVIDED BY OUR DEALERSHIP AS IS. OUR DEALERSHIP DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPUED, INCLIDING THE IMPUED WARRANTIES OF MERCHANTABILITY AND PITHESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THE SALE OF PARTS AND ACCESSORIES AND/OR SERVICES AND REPAIRS PERFORMED BY OUR DEALERSHIP THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE VEHICLE AND PARTS AND ACCESSORIES IS WITH THE CUSTOMER AND, IF APPLICABLE, THE MANUFACTURER IF THE VEHICLE OR MY INSTALLED PARTS OR ACCESSORIES SHOULD PROVE DEFECTIVE FOLLOWING THEIR PURCHASE, THE CUSTOMER AND POSSIBLY THE MANUFACTURER AND NOT THE DEALERSHIP ASSUME THE ENTIRE COST OF ANY NECESSARY SERVICING OR REPAIR. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

HAZARDOUS WASTE DISPOSAL COSTS: A CHARGE MAY BE ASSESSED TO COVER COSTS ASSOCIATED WITH THE HANDLING, MANAGEMENT AND DISPOSAL OF TOXIC WASTE OR HAZARDOUS SUBSTANCES UNDER CALIFORNIA AND FEDERAL LAW. TO OUR SERVICE CUSTOMERS:

1. Our Doatership's usual charges for Inbor are not based on actual mechanic's limio, but are simply our prices for particular jobs. 2. You will be charged no more than the estimated price approved by you. However, if we discover that different or additional repairs are necessary, you will be contacted for your advance approval of a revised estimate. 3. Customer is hereby notified that the vehicle and any of its contents are not Insured or protected to the amount of the actual cash value thereof, or otherwise, against loss occasioned by their, fire or randalism while the property remains with the Deatership. 4. Customer states no addices of personal property have been left in the vehicle and deater is not responsible for inspection thereof. 5. The repuir of this vehicle and completion date are subject to the swellfability of labor and parts. The Deatership is not responsible for unavailability of parts or delays in parts shipment beyond the Deatership's control. 6. Due to the type of service requested some repairs must be subject. 7. All labor and materials will be paid for in cash unless Dealer agrees to other payment arrangements in advance. Notice as used uncer PAYMENT TERMS on the front side hered will be deemed to have been given upon deposit in the United States mail, postage prepaid, of writing the charges to other payment arrangements in advance. Notice as used uncer PAYMENT TERMS on the front side hered will be deemed to have been given upon deposit in the United States mail, postage prepaid, of writing to their addressed to the customer at the address given on the front side hered will be deemed to have been given upon deposit in the United States mail, postage prepaid, of writing the foreign of the payment arrangements in advance. Notice as used uncer PAYMENT TERMS continued to the first address given and the united States mail to be repaired in the foreign of the payment arrangements in advance. Notice as the charges of the customer at the address given of the vehicle and the payment arrangements an

STATEMENT CONCERNING AMENDMENTS TO THE SONG-BEVERLY WARRANTY ACT AS FOLLOWS:

"A buyer of this product in California has the right to have this product serviced or repaired during the warranty period. The warranty period will be extended for the number of whole days that the product has been out of the buyer's hands for warranty repairs. If a defect exists within the warranty period, the warranty will not expire until the defect has been fixed. The warranty period will also be extended if the warranty repairs have not been performed due to delays caused by circumstances beyond the control of the buyer, or if the warranty repairs did not remedy the defect and the buyer notifies the manufacturer or seller of the failure of the repairs within 60 days after they were completed. If, after a reasonable number of attempts, the defect has not been fixed, the buyer may return this product for a replacement or a refund subject, in either case, to deduction of a reasonable charge for usage. This time extension does not affect the protections or remedies the buyer has under other laws."

State of California - Department of Consumer Affairs: NOTICE TO MOTORISTS: If your vehicle fails Smog Check, federal law requires you to make necessary repairs to reduce your vehicle's emissions to required levels. If your vehicle is not under warranty and you have spent up to or more than the amount required by law for appropriate emissions-related repairs at a licensed Snrog Check repair facility, you may be eligible for a one-time waiver.

Repair waivers will NOT be issued for: Vehicles with missing, modified or disconnected emissions control equipment, regardless of the costs to make repairs;

Vehicles identified as "Gross Polluters" - vehicles which have much higher emissions than properly maintained vehicles in their class;

Vehicles that obtained a repair waiver after January 1, 1995, in their most recent biermial inspection or transfer of ownership.

Two consecutive repair waivers will not be Issued after January 1, 1995.

If you obtain a smog certificate by means of fraud, you may be subject to a civil penalty of up to \$2500 per day of subject violation. Also, you may be subject to criminal prosecution. For further information, call the Department of Consumer Affairs toll-free at 1-800-952-5210.

CA

CONRAD KUYAWA

PITTSBURG,

934130

## MERCEDES BENZ OF WALNUT CREEK

\*INVOICE\*

PAGE 6

1301 PARKSIDE DRIVE WALNUT CREEK, CA 94596 (925) 937-1655

Mercedes-Benz

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This Limited Warranty covers: DEFCTS: Mercade-Berr USA, LLC (MBUSA) warrants to the original purchaser and each subsequest office of Miscourse-Ball ground service replactment parts, elippment, or fasting approved accessores, except time, institud on a Narrodes-Bert valide which is operated in the USA or Considerand an extenditude and solving to be interformed accision material and working stage. ANY IMERCEDES BENZ I PASSENGER CAR OR LIGHT TRUCK DEALER: Any authorized Marcota-Borz Corr (passangu car or infatrico), as aquicatis) et re purchesers choice (vid. vidhout churge, perform warrarty repairs or replacements. The purchaser must retern the defective part or recognory to the delater place of business during normal service hours. A et at true eft probat esta veres eft to ecresmotes not besond in binorie emit subsecess Marcolas-Sent Conter.

NVNDAVITY PERIOD: This warranty is for 12 more surfaced include from date of purchase Automatic transmissions are warmeted for 24 months or 24,010 miles, whichever comes first, from date of purchase.

Engines and burg blocks are warranted for 48 months or 50,000 mits, which has comes first.

from the date of instraction as of May 20, 1990.

Trader tolores, control, wind deflectors, grill guards, step beas, fender fases, running beards, spokes and tog lights are warranted for 48 months or \$0,000 mans, whethever occurs that it institled prior to or at retail definity of a new high cedes-Bore vehicle. This warranty will only be for the remaining portion of the New Vehicle Limited Wanasty or 12 morehis with unlimited milesope, which ever is knopen from the clude of purchase if these excessiones are installed after retail delivery

This warranty angles only 10 to coopsonies lead above are histologically MBUSA or an authorized Marrades-Berr Centra Elinese accessories are histological explacion of the New Yehrich Linded Warranty or are sold over-the-courser, the 12 months/ unfinited missage warranty from take of

Walary or see some of the content of customu's copy of the original sales receipt on courter sales or the customur's copy of the repair order on Design resalistons to validate the date of purchase.

NO CHARGE: Warrarty regards will be modern no charge for pairs and labor when performed at an multicavail Merceties-Derv Rataber (passenger car of fight involves as applicable).

MINISTRANTIV PERIOD FOR ACCESSORES (OTHER THAN CHOLD SEATS, ELECTRICAS)
WARRANTY PERIOD FOR ACCESSORES (OTHER THAN CHOLD SEATS, ELECTRICAS)
ACCESSORES OR PORTABLE MEMOVABLE ELECTRICAS DEVOCES; Einstalled and Accessor which ("Vahida") by an Authorized Deviar prior to or at must defaury, coverage is for the duration of the Morcedus-Benz Ward Watch ("Vahida") by an Authorized when Watch Limited Watch ("Vahida"), if purchased allow the original sale bases of the Watch and nutated on the Watch by an Authorized Deviar coverage is

## VEHICLE SERVICE: PARTS AND ACCESSORIES LIVIL'ED WARRANTY. to the limited with the living of the livi

(ELLY) from MEUSA is applicable to the Vehicle on which the accessory was inspected by an Authorized Dusta, coverning is for the remainder of this ELLY or 24 months from the ultim of installation whicher or 6 boxes.

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if purchased creative exercise had installed by an Authorized Decial coverage is for 12 montal from

The direct particles.
WARRINITY PERIODIOR CHILD STATS AND ELECTROAGE ACCESSORES: CITY states some indielectronic Accessmins (Inchving, but not limited to, Rear-Seat Friendinment Systems and Blustoch dances for hands line communication) are covered for 24 may the from other of purchase. WARRANTY PERIOD FOR PORTABLE RELICOVIGE ELECTRONIC DEVICES: Electronic day one that

किया गाँउमा अवस्थिति विदेशियां माने किया विदेशियां के अध्यक्षित का विदेशियां to place harders, notable navigation devices. Fixedol cones and narrate controls are covered for 12 movements from the date of purchase.

ITEMS NOT COVERED FOR ALL ACCESSORIES: (1) Damage caused by accident, misuse or Inches Not Annexes on No. Accessorates (1) being received by access in the content represents (2) being nearing from about a represent (3) being west and too; (4) Required matteriance, (5) Denings residing from about (6) Denings cause by the use of the than approved service parts and accessors. (7) Denings from about, including that and inventos environmental exposure, use containly instructions, or use in applications or installation in vehicles of the front base for which the product is designed. (8) Denings residing from larry installation. (3) from not supported by proof of purchase and/or proof of dealer residiation when required.

This Limited Warranty does not cover:

TRES: Reducement free are warranted by the tre manufacturer.

OKLIAGES DUE TO ACCUDENTS. MASUSE OR REGULATING: Parts damaged due to abuse, misuse, report, alteration or accident, or which they obeen improperly resized, repaired, or boricated, or used in applications for which trey were obtained or approved by MERUSA. Defices or duringe from increase reserve operation, molitanismose, ndj. istimest. or eteration of modification of any kind KORNUL KALFITENANCE IS AT OVANER'S EXPENSE: The expense for chearing, ndj. istimy or noticing of parts, such as sir, of, and first first, windshoot whose bases, light bulks, distribute points, or condenses, in the course of mound minimatures is the owner's responsibility. The organistic replacity speed plugs that are of or lead total or which had due to the use of low grade had, improper substituted that large or indispressions the owners responsibility.

DANIAGE CAUSED BY REPAIR PARTS: Maturitions caused by the use of other than critical properties.

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This Limited Warranty does not cover:

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Things you should know about the Mercedes-Benz Vehicle Service Parts and Accessories Umited Warranty:

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covered by the warrardy. Maintenance services are risk and covered by the warrardy since it is the owner's responsibility to maintain the chicle according to the instrumence requirements provided

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THEM - Project Confeden - Numeroused questions reprint cursed Mercents-Plant USA, LLC, Customer Assistance Control One Mercelos Driva, Microbalt, New Jersey 07645-0050.

1-800-FOR-IAERCedes The Oustgarer Assistance Center may askitor the following Information:

1. You and model of venice Vehicle Identification Number (MN) stamped on wirdshield lag

3. Date out was purchased.

Your M-B Passenger Car or Light Truck Center's name.

5. National products.

Distributor in the United States: Morcedes-Bonz USA, LLC One Mercedes Drive. P.O. Box 350 Montvalo, New Jersey 07645-0350

WWW.IABUSA.com

This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

THIS IS THE ONLY WARRANTY GIVEN WITH THE PURCHASE OF MERCEDES BENZ SERVICE REPLACEMENT PARTS, EQUIPMENT OR ACCESSORIES. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND HTNESS FOR A PARTICULIAR PURPOSE ARE LIMITED TO THE OURATION OF THE WARRANTY OUTLINED ABOVE FROM THE DATE OF PURCHASE. DAIMLERCHRYSLER AG, MERCEDES-BENZ U.S. INTERNATIONAL, INC., MERCEDES BENZ U.S. LLC, MERCEDES BENZ SERVICE CORPORATION OR THE MERCEDES BENZ CENTER (PASSENGER CAR OR LIGHT TRUCK, AS APPLICABLE) NEITHER ASSUME NOR ALTHORIZE ANY OTHER PERSON TO ASSUME FOR THEM ANY OTHER LABILITY IN CONNECTION WITH SUCH PARTS, EQUIPMENT OR ACCESSORIES.

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ALL PARTS AND SERVICE PROVIDED AS IS BY DEALERSHIP: ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS AND SERVICES ARE PROVIDED BY OUR DEALERSHIP AS IS. OUR DEALERSHIP DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPUED, INCLUDING THE IMPUED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THE SALE OF PARTS AND ACCESSORIES AND/OR SERVICES AND REPAIRS PERFORMED BY OUR DEALERSHIP. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE VEHICLE AND PARTS AND ACCESSORIES IS WITH THE CUSTOMER AND, IF APPLICABLE THE MANUFACTURER IF THE VEHICLE OR ANY INSTALLED PARTS OR ACCESSORIES SHOULD PROVE DEFECTIVE POLLOWING THEIR PURCHASE, THE CUSTOMER AND POSSIBLY THE MANUFACTURER AND NOT THE DEALERSHIP ASSUME THE ENTIRE COST OF ANY NECESSARY SERVICING OR REPAIR, CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

HAZARDOUS WASTE DISPOSAL COSTS: A CHARGE MAY BE ASSESSED TO COVER COSTS ASSOCIATED WITH THE HANDLING, MANAGEMENT AND DISPOSAL OF TOXIC WASTE OR HAZARDOUS SUBSTANCES UNDER CAUFORNIA AND FEDERAL LAW.

1. Our Doalership's usual charges for labor are not based on actual mechanic's time, but are simply our prices for particular jobs, 2. You will be charged no more than the estimated price approved by you. However, if we discover that different or additional repairs are necessary, you will be contacted for your advance approval of a revised estimate. 3. Customer is hereby notified that the vehicle and any of its contents are not insured or protected to the actual cash value thereof, or otherwise, against loss occasioned by their. (fine or vandalism while the property remains with the Dealership. 4. Customer states no articles of personal property have been left in the vehicle and dealer is not responsible for inspection thereof. 5. The repair of this vehicle and complation date are subject to the availability of parts or delays in parts shipment beyond the Dealership's control. 6. Due to the type of service requested some repairs must be sublet. 7. All labor and parties like paid for in cash unless Dealer notification to that effect addressed to the customer at the address given on the front side hereof. 8. If the vehicle described herein is not called for within fluee (3) days after such notice is given, a daily storage fee will be charged. 9. The Dealership is authorized to deliver the vehicle described herein for any of its contents to any person presenting this receipt. 10. In addition to any and all other legal remarkes available; I authorize the Dealership is authorized to deliver the vehicle described herein for all charges for repairs, including labor and parts, storage and/or towing, and to enforce such lien. The Dealership is hiereby expressly authorized to sell said vehicle at public auction after giving a twenty (20) day written notice by certified mail to the legal owner, or if the address is unknown, it shall be forwarded to the legal owner, or if none, to the registered owner, and Department of Motor Vehicles of intent to do so. On the sate date, the vehicle shall be sold owner, or if none, to the

STATEMENT CONCERNING AMENDMENTS TO THE SONG-BEVERLY WARRANTY ACT AS FOLLOWS: "A buyer of this product in California has the right to have this product serviced or repaired during the warranty period. The warranty period will be extended for the number of whole days that the product has been out of the buyer's hands for warranty repairs. If a defect exists within the warranty period, the warranty will not expire until the defect has been fixed. The warranty period will also be extended if the warranty repairs have not been performed due to delays caused by circumstances beyond the control of the buyer, or if the warranty repairs did not remedy the defect and the buyer notifies the manufacturer or soller of the follows of the remains within 60 days extended to the follows of the follows the manufacturer or seller of the failure of the repairs within 60 days after they were completed. If, after a reasonable number of attempts, the defect has not been fixed, the buyer may return this product for a replacement or a refund subject, in either case, to deduction of a reasonable charge for usage. This time extension does not affect the protections or remedies the buyer has under other laws."

State of California - Department of Consumer Affairs: NOTICE TO MOTORISTS: If your vehicle fails Smog Check, federal law requires you to make necessary repairs to reduce your vehicle's emissions to required levels. If your vehicle is not under warranty and you If your vehicle falls Smog Check, federal law requires you to make necessary repairs to reduce your vehicles emissions to required levels. If your vehicle is not under warranty and you have spent up to or more than the amount required by law for appropriate emissions-related repairs at a licensed Smog Check repair facility, you may be eligible for a one-time waiver. Repair waivers will NOT be issued for: Vehicles with missing, modified or disconnected emissions control equipment, regardless of the costs to make repairs;

Vehicles identified as "Gross Polluters" - vehicles which have much higher emissions than properly maintained vehicles in their class;

Vehicles that obtained a repair waiver after January 1, 1995, in their most recent biennial inspection or transfer of ownership.

Two consecutive repair waivers will not be issued after January 1, 1995.

If you obtains a smog coefficiate by make subject to criminal prosecution.

If you obtain a smog certificate by means of fraud, you may be subject to a civil penalty of up to \$2500 per day of subject violation. Also, you may be subject to criminal prosecution. For further information, call the Department of Consumer Affairs toll-free at 1-800-952-5210.

BY LAW, YOU MAY CHOOSE ANOTHER LICENSED SMOG CHECK FACILITY TO PERFORM ANY NEEDED REPAIRS OR ADJUSTMENTS WHICH THE SMOG CHECK TEST INDICATES ARE NECESSARY.

TO REORDER CALL 886-268-9681

CA

CONRAD KUYAWA

13:54 18FEB23

PITTSBURG,

934130

### MERCEDES BENZ OF WALNUT CREEK

\*INVOICE\*

Mercedes-Benz

1301 PARKSIDE DRIVE WALNUT CREEK, CA 94596 (925) 937-1655

NET

PAGE 7

BAR# AL 242307

EPA# CAL 000300338

SMOG# ARD 242307 HOME: CONT SERVICE ADVISOR: BUS: CELL: 2818 MAURICIO ROCHIN COLOR YEAR MAKE/MODEL VIN LICENSE MILEAGE IN / OUT

TAG 19 MERCEDES-BENZ S560 WDDUG8DB5KA482569 T6836 <u>27161/27164</u> DEL. DATE PROD. DATE WARR, EXP. **PROMISED** PO NO. RATE INV: DATE **PAYMENT** 18FEB23 DD 17:00 18MAR23 0.00 CASH 30MAR23 R.O. OPENED READY OPTIONS: DLR: 05158

15:23 30MAR23

LINE OPCODE TECH TYPE HOURS

27163 PERFORMED VEHICLE INSPECTION 0.20 PERFORMED VEHICLE INSPECTION, SET TIRE PRESSURES, ROAD TEST, COMPLETED VEHICLE INSPECTION REPORT. NOTE: FRONT BRAKE PADS WORN TO 2MM REAR BRAKE PADS WORN TO 2MM. REAR TIRES WORN TO 3-5/32,

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

G \*Complimentary Car Wash

WASH PERFORM COMPLIMENTARY CAR WASH AND VACUUM.

532 IPS 0.00 OTHER: 0.00 LABOR:

0.00 TOTAL LINE G:

LIST

(N/0.00

23

TOTAL

27163 PERFORMED COMPLIMENTARY CAR WASH AND QUALITY CONTROL

H\*\* MEMO

PARTS .

PARTS:

000 GENERAL

532 IPS

0.00 LABOR:

0.00 OTHER:

TOTAL LINE H: 0.00

(N/C)0.00

ESTIMATE: 230.88

17MAR23 15:08

CONTACT:

ESTIMATE: 230.88

CONTACT:

18FEB23 13:54 SA: 2818

TOTALS \*HAZARDOUS WASTE DISPOSAL DESCRIPTION **Total Additional** Original Estimate Approved By: Date & Time Authorization Obtained By: Cost Authorized COSTS: We have added this LABOR AMOUNT Telephone Fax (See Attached) charge to cover costs associated PARTS AMOUNT E-mail (See Attached) with the handling, management Tolophone

Fax (See Attached)

E-mad (See Attached) and disposal of toxic wastes or Revised Estimate GAS, OIL, LUBE hazardous substances under SUBLET AMOUNT California and Federal Law. Tire pressure check/inflation service was performed. WASTE DISPOSAL COSTS \* psi LR ALL PARTS ARE NEW \_psi LF\_ \_psi RR\_ **TOTAL CHARGES** Customer declined tire pressure check/inflation service. Initials **UNLESS OTHERWISE** By signing below, you acknowledge that you were notified of and authorized the Designship to perform the services/repairs itemized in this Invoice and that you received LESS INSURANCE INDICATED. Some Parts Not Returnable SALES TAX for had the opportunity to inspect) any replaced parts as requested by you. AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE CUSTOMER SIGNATURE PLEASE PAY THIS AMOUNT



This Limited Warranty covers:

DEFECTS: Mecodes-Berg USA, LLC (MBUSA) waters to the original purchase and each subsequent owner of Marculus Borg gardine service agreement parts, equipment, or Licitary sporo ed eccessores, aread ima, indialed on all/areal/s-Beru valido which is operated in the USA or Conscaunde marrialuse and service to be her from defects in macerial and workings to be ANY MERCEDES-BENZ BISSENGER CAR OR LIGHT TRUCK DEALER: Any JUDICIDAL htwodes Brite Centin (passenger our or light block, as represented the purchaser in disclaims, which disage, perform warrarly repairs or representates. The purchaser much return the defective pays or excessing to the dealers place of business during normal service hours. A resocratie time structions, assumed for performance of the repair allies leaving the part to the Membels-Bare Center.

V/ARRANTY PERIOD: This viernity is for 12 months unfinited mittage from dize of purchase. Automatic transmissions are warracted for 24 months or 24,000 miles, whichever comes first from data of purchase.

Engines and long filebia are werranted for 48 months or 50,000 miles, whichever comes first,

from the date of installation as of May 20, 1996.
Trailer Informs, carriers, wind dedications, gett guards, step bars, tender flares, nurring boards, spokers and log lights are warranted for 48 months or 50,000 miles, whichever occurs first it. installed puts to or at meal deflegy of a new Memodes-Beng neticle. This yearing will only build the instruction of the New Values Limited Warrang or 12 months with unanted missage. Which was a lightly from the dute of purchase it these accessorates we instruded with retail dutiery.

of a new Marcodos? Benz refriete. This warrenty applies only if the eccessiones lesed above are installed by MSCESA or an authorized. Mincedes-Berr Centra titreso accessarias are installatar equation of the little Vehicle Linded Warranty or are stilld wire the counter, the 12 mornes' unfinited missage warranty from case of particles applies

Remate key replacement business are concred for 90 days from the battery purchase data bill Celutar Telephone replacement batteries are covered to 12 months from the beary purchase data for 12 to 15 to 15 to 19 seb Battery Limbed Wartardy, from S-0417-600-A WARRAMITY STARTS. The warranty period starts from the date of purchase of the purior

accessory. The dealer (passenger car or light truck as applicable) mass ha function with the customer a copy of the only not substitute on courser sales or the outstorner's copy of the only not substitute on courser sales or the outstorner's copy of the master. actor on Dealer resistations to validate the date of purchase.

to othere reaction in vaccine to die of purchase.

10 Othere: Warney repairs who be mode at no charge for parts and labor when parlomed at an arthorized Marceles-Bark Retailer (passenger our of light fruck as applicable).

WARRANTY PERIOD FOR ACCESSORIES (OTHER THAN CHAID SEATS, ELECTROACC ACCESSORIES OR PORTABLE/REVIOVABLE ELECTROACC OF VICES); tireat-fort on all fractions all fractions all fractions are considered to the contract of the Marceles-Bark variety (TAMICE) by an Auditorized Dealer prior to or at read dealery, coverage is for the contract of the Marceles-Bark Variety Variety (TAMICE). It purchases sites the contract of the Valuety and installed on the Variety by an Auditorized Dealer prior to year Auditorized Dealer prior to an Auditorized Dealer prior

# VEHICLE SERVICE PARTS AND ACCESSORIES LIMITED WARRANTY. for the remainter of this NALV or 24 months, whicheve is brope than estuated Ented warranty. This Limited Warranty does not cover. (EWY) from MBUSA is applicable to the Martie on which the accessory was instead by an including the Center RESTALLANDS Labor for removal and replacement of detection parts and accessories.

hutranced licates, carrange is for the numerical of the ELLY or 24 months from the date of installation

Whichever's longer of the construction of a Centrel Pro-Owned Vertice of the time of gundance have, coverage is for the construct a Manages-Benz Centrel Pro-Owned Limbert Wishardy ("CPCW") point of 24 movies, whichever is longer if intelled by an Authorized Dealer offer the purchase of a Carrieral Pro-Owned Vertica, coverage is for the remainder of the CPOW or 24 movies, whichever is **longer** 

If purchasky user the counterfact instricts by an Authorized Dealer, correspond for 12 months from

the date of our drawn IVARRANTY PERIOD FOR CITED SEATS AND ELECTRICATE ACCESSIONES: CITED SELECT SIZES AND electronic accessories (protecting, but not broited to, Rear-Sera Entertainment Systems and Billetoch devices for funds-free; communication) are convend for 24 months from state of purchase.

WARRANTY PERIOD FOR PORTABLE REMOVABLE ELECTRONIC DEVICES. ENDING DEVICE UP are not permitte visible and in the Volvete of But his promote from the Volvete (including but not in the to phone hands up, purples in injuries or devices. I Scarphones and control controls are consent for 12

to phone handses, purchase analysis of energy to provide and for consider to consider the models from the date of purchases.

Include Notician Consenses from ALL ACCESSORIES: (1) Damage caused by accident, misuse or realizable. (2) Damage resulting from tack of required mathematics. (3) Mornital wear and test; (4) Required mathematics. (5) Damage making from attention. (6) Damage cause by the use of other their exportance accides the suse of other their exportance accides the suse of other environmental exposure, tree contrary to instructions, or use in explications or institution in vehicles their their three for which the product of description in the product of the contrary to a contrary to a contrary to the product of the produ itanis not supported by prout of purchase and/or proof of dealer installation whose required.

This Limited Warranty does not cover:

TRES. Red romen thes me wantated by the die markacusor. DAMAGES DUE TO ACCITENTS, MISUSE OR NEGLICENCE: Parts contiged due to abuse, misuse. Inches but to mode and industrial manages on mode, and in the modern of the modern modern of the mod of parts, each as air, rel, and fact Cars, windshidd whom bittles, fight buttle, distributor points, or condenses. It the course of normal manners must be unuser's responsibility. The expanse for expanding upon place that are of or lead to each of the local buttle use of low grade first, more part. selection of heat range or missophication is the diviner's responsibility.

DAMAGE CAUSED BY REPAIR PARTS: Matunations cruised by the use of other than original

Manager Roll share parts and accessories.

OAPARGE PROM THE EMMISSIANT Performance from cloth or learner (reproducely convention types of micros), word, part or chrome which have been affected by arborne hazout, such as chomicals and the sign, or by read ass. Ital, which own or other environmental factors. Demogree extend by an act of God, Including victions invitation, earlingsiste, first faced, stamme or other acts of rather. OAMAGE TO GLASS: Glass breakage or screames are not covered unless positive physical parts of a manufacturing leak can be esselvened.

This Limited Warranty does not cover:

1204.48 CEHTER PSTALLATAN: Labor for enroral and refluence of detailing parts and accessment with the control of the

TRANSFERRED HARTS: Senice parts, equipment and accessories presidented between vehicles after

install on are no longer covered by this within the properties of use of the which during wearing reports for the post of the wearing cover introduce permitted to the substitute of the wearing cover introduce the properties of the wearing cover introduce of the properties of the wearing cover introduced or consequent a damage.

Things you should know about the Mercedes-Benz Vehicle Service Parts and Accessories Limited Warranty:

GENERAL Our mention is to reput further wante by without diverge to your anything which is our fail this goes by an authorized IA-B Center (passenger car or fight truck as applicable). At we ask is given you properly an authorized IA-B Center (passenger car or fight truck as applicable). At we ask is given properly an authorized IA-B Center (passenger car or fight truck as applicable). At we ask is given properly an authorized IA-B Center (passenger car or fight truck as applicable). At we ask is given you properly and activities and the contract of th maintain and core for the part or accessory and that you have warranty repairs performed by the applicable

authroad Nacodes Bury Centa. Pease note the distrince between testeds, and restricts, as used in the western's Descas are covered since we are districtive, are responsible. Conversely, we have no control over districtive caused by such things as but not find to real-state misuses, and back of materialnee. Therefore, damage for whetever mission is not convered by the warranty.

It a menance services are rise and conceed by the warranty surce it is the current responsibility to maintain the

vehicle according to the multiparance requirements provided. CUSTOMER REIMFI ORDER: Your servicing M-B Cester will give yours copy of the Repeat Order on as wurnersy

record performed. Passes keep this copy with your vertes models.

What to do if there is a question regarding the Umited Warranty.

The satisfaction and goodles of Mercedus-Benz owners is of primary concern to Mercedus-Benz owners in the Mercedus-Benz owners is of primary concern to Mercedus-Benz owners in the Mercedus-Benz owners is of primary concern to Mercedus-Benz owners in the Merc sausticion, the kiloxing state are supposted.

RRST - Origins the problem with your Marcellas-Bard Certains muniquinant. This to the Service

Market, tend you shi have questions, dropes from with the National-Bard Certains remain

THEFT - Request Conflication - It unenswered questions remain, contact Membeles-Bern USA, LLC, Customer Assistance Centax, One Morroades Other, Morroade, New Josey 07645-0050.

1-800-FOR-MERCudes The Customer Assistance Center may ask for the following information.

1. Year and model of vehicle

- 2. Vehicle Identification Humber (VIV) startified on wholehield reg
- 3. Date part was purchased.
- 4. Your IA-B Pessurger Center Light Truck Contacts reams
- 5. Nature of problem.

Distributor in the United States: Mercodes-Bonz USA, LLC One Mercedas Drive, P.O. Box 350 Montrale, New Jersey 07645-9350

vww.MOUSA.com

California (03/13)

This wavranty gives you specific legal notits and you may also have other notits which vary from state to state.

THIS IS THE ONLY WARRANTY GIVEN WITH THE PURCHASE OF MERCEDES-BENZ SERVICE REFLACEMENT PARTS, EUUIPMENT, OR ACCESSORIES. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE OURATION OF THE WARRANTY OUTLUISED ABOVE FROM THE DATE OF PURCHASE. DAIMLERCHRYSLER AG. MERCEDES BENZ U.S. INTERNATIONAL, INC., MERCEDES BENZ USA. LLC, MERCEDES BENZ SERVICE CORPORATION OR THE MERCEDES DENZ CENTER (MASSENGER CAR OR LIGHT TRUCK, AS APPLICABLE) NEITHER ASSUME NOR AUTHORIZE ANY OTHER FERSON TO ASSUME FOR THEM ANY OTHER LIADELTY IN CONNECTION WITH SUCH PARTS, EQUIPMENT OR ACCESSORIES.

NO PAYMENT OR OTHER COMPENSATION WILL BE MADE FOR REPRECT OR COMSEQUENTIAL DAMAGE SUCH AS, DAMAGE OR INJURY TO PERSON OR PROPERTY OR LOSS OF REPENDE WHICH MACHINE RAID, INCURRED OR SUSTAINED BY REASON OF THE FAILURE OF ANY PART OR ASSEMBLY WHICH MAY BE REPAIRED OR REPLACED IN ACCORDANCE WITH THE TERMS OF THIS WARRAVITY.

Some status do not allow the evolution or finitiation of highdrata, or consequential damages or finitalism on him stong on hingled evaluanty lasts, so the above limitations may not epoly to you.

## WARNING

Motor vehicles contain chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. These chemicals are contained in many vehicle components and replacement parts, vehicle fluids, and paints and materials used to maintain vehicles, including, but not limited to, fuel, oil, batteries, brakes, and wheel balancing weights. When you service, clean or maintain your car, you will be exposed to listed chemicals contained in used oil, waste and replacement fluids. fumes, grease, grime, touch-up paint, certain replacement parts, and particulates from component wear. When we service your car, we will return used components to you upon request. Used parts and components contain chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

To minimize your exposure when servicing, maintaining or cleaning your vehicle: 1) work in a well ventilated area; 2) do not smoke, drink or eat while working; 3) wash your hands when finished or when taking a break; and 4) follow all manufacturer instructions pertaining to proper use and maintenance of motor vehicles and vehicle components.

(Posted in accordance with Proposition 65 in Cal. Health & Safety Code §25249.5 et seq.)

ALL PARTS AND SERVICE PROVIDED AS IS BY DEALERSHIP: ALL PARTS AND ACCESSORIES ARE SCID AND ALL REPAIRS AND SERVICES ARE PHOVIDED BY OUR DEALERSHIP AS IS. CUR DEALERSHIP DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLIDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND PITNESS FOR A PARTICULAR FURPOSE, IN CONNECTION WITH THE BALE OF PARTS AND ACCESSORIES AND ACCESSORIES AND ACCESSORIES BY OUR DEALERSHIP THE ENTIRE HISK AS TO THE QUALITY AND PERFORMANCE OF THE VEHICLE AND PARTS AND ACCESSORIES WITH THE CUSTOMER AND, IF APPLICABLE, THE MANUFACTURER IF THE VEHICLE OR ANY INSTALLED PARTS OR ACCESSORIES SHOULD PROVE DEFECTIVE FOLLOWING THEIR PURCHASE, THE CUSTOMER AND POSSIBLY THE MANUFACTURER AND NOT THE DEALERSHIP ASSLIME THE ENTIRE COST OF ANY NECESSARY SERVICING OR REPAIR. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

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STATEMENT CONCERNING AMENDMENTS TO THE SONG-BEVERLY WARRANTY ACT AS FOLLOWS:

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CONRAD KUYAWA

PITTSBURG,

934130

## MERCEDES BENZ OF WALNUT CREEK

\*INVOICE\*

PAGE 8

1301 PARKSIDE DRIVE WALNUT CREEK, CA 94596 (925) 937-1655

Mercedes-Benz

BAR# AL 242307

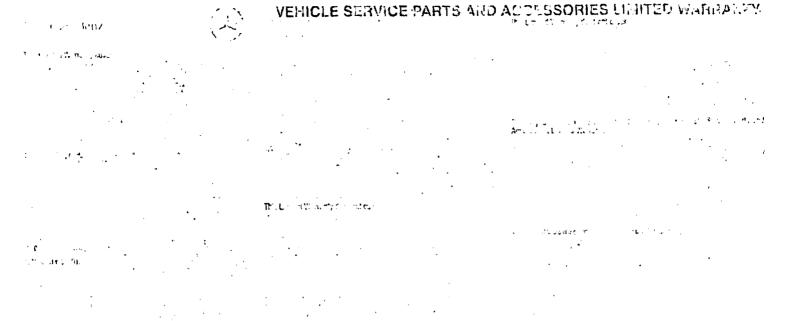
EPA# CAL 00030033.

8

SMOG# ARD 242307 HOME: CONT SERVICE ADVISOR: BUS: CELL: 2818 MAURICIO ROCHIN COLOR LICENSE YEAR MAKE/MODEL VIN MILEAGE IN / OUT TAG 19 MERCEDES-BENZ S560 WDDUG8DB5KA482569 27161/27164 T5836 PROD. DATE WARR, EXP. RATE INV. DA E DEL. DATE **PROMISED** PO NO. PAYMENT 18FEB23 DD 17:00 18MAR23 0.00 CASH 30MAR2 R.O. OPENED READY OPTIONS: DLR:05158 15:23 30MAR23 13:54 18FEB23 LINE OPCODE TECH TYPE HOURS TOTA. LIST NET

> Your feedback is important to us and we invite you to complete our Mercedes-Benz survey which will be e-mailed to you in approximately in 10 days. If you have any concerns, please contact me directly at 925-949-2175. Thank you and we value your business. Walter Davis, Service Manager

Inginal Estimate	Total Additional	Approved By:	Date & Time	Authorization	*HAZARDOUS WASTE DISPOSAL		TOTALS
(Parts & Labor)	Cost Authorized		-	Obtained By:	COSTS: We have added this	LABOR AMOUNT	0.00
•			İ	Fax (See Altached)	charge to cover costs associated with the handling, management	PARTS AMOUNT	0.00
Revised Estimate \$				□Talephane □Fac (See A(lashed)	and disposal of toxic wastes or	0.00, 0.10, 2.002	0.00
			<u> </u>	DE-mad (See Attached)	hazardous substances under California and Federal Law.	SUBLET AMOUNT	0.00
Tire pressure check/inflation service was performed.  RFpsi LFpsi RRpsi LR_psi  Customer declined tire pressure check/inflation service. Initials					ALL PARTS ARE NEW UNLESS OTHERWISE	WASTE DISPOSAL COSTS .	0.00
						TOTAL CHARGES	0.00
ly signing below, you acknowledge that you were notified of and authorized the lealership to perform the services/repairs itemized in this Invoice and that you received or had the opportunity to inspect) any replaced parts as requested by you.						LESS INSURANCE	0. )
						SALES TAX	0. )
DATE		STOMER SIGNATU			RSHIP REPRESENTATIVE SIGNATURE	PLEASE PAY	0 .



#### WARNING

Converted a contain chemicals known to the State of Caultonia to cause under and only different and individual to the state of Caultonia to cause under and only different and individual to the state of the state o

no minimize your exposure when servicing, maintaining or cleaning your value of the color in a stall variated area, 2) do not amove, drink or eat value working; 3) wash your hands when linished or when taking a break; and 8) follow all amonufacturer instructions pertaining to proper use and maintenance of motor valueles and value companients.

A PORTO TO THE CONTROLL AND CON

STATEMENT CONCERNING AMENDMENTS TO THE SONG-BEVERLY WARRANTY ACT AS FOLLOWS:
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Stuplint Conference Department of Conjumer After a NOv. Ct. 10 110/10/10/15/5

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#### Superior Court of California, Contra Costa County

CV - Martinez-Wakefield Taylor Courthouse 725 Court Street Martinez CA 94553 925-608-1000 www.cc-courts.org



K. Bieker Court Executive Officer

CASE NAME: CONRAD KUYAW	A VS. MERCEDES-BENZ L	JSA, LLC	CASE NUMBER: C23-02338
	REBY GIVEN THAT A CAS D IN THIS COURT ON:	SE MANAGEMENT CONFERENCE IS S	SET IN THE ABOVE ENTITLED CASE AND
HEARING DATE: 03/08/2024	HEARING TIME: 8:30 AM	HEARING LOCATION: DEPARTMENT 21 725 COURT ST RM 320 MAR	TINEZ, CA 94553
THIS FORM, A CC	PPY OF THE NOTICE TO P	LAINTIFES. THE ADR INFORMATION	SHEET, A BLANK CASE MANAGEMENT

THIS FORM, A COPY OF THE NOTICE TO PLAINTIFFS, THE ADR INFORMATION SHEET, A BLANK CASE MANAGEMENT STATEMENT, AND A BLANK ADR CASE MANAGEMENT STIPULATION AND ORDER FORM ARE TO BE SERVED ON OPPOSING PARTIES. ALL PARTIES SERVED WITH SUMMONS AND COMPLAINT/CROSS-COMPLAINT OR THEIR ATTORNEY OF RECORD MUST APPEAR.

- 2. YOU MAY STIPULATE TO AN EARLIER CASE MANAGEMENT CONFERENCE. IF ALL PARTIES AGREE TO AN EARLY CASE MANAGEMENT CONFERENCE, PLEASE CONTACT THE COURT CLERK'S OFFICE AT (925)608-1000 FOR UNLIMITED CIVIL AND LIMITED CIVIL CASES FOR ASSIGNMENT OF AN EARLIER DATE.
- 3. YOU MUST BE FAMILIAR WITH THE CASE AND BE FULLY PREPARED TO PARTICIPATE EFFECTIVELY IN THE CASE MANAGEMENT CONFERENCE AND TO DISCUSS THE SUITABILITY OF THIS CASE FOR THE EASE PROGRAM, PRIVATE MEDIATION, BINDING OR NON-BINDING ARBITRATION, AND/OR USE OF A SPECIAL MASTER.
- 4. AT ANY CASE MANAGEMENT CONFERENCE THE COURT MAY MAKE PRETRIAL ORDERS INCLUDING THE FOLLOWING:
  - a) AN ORDER ESTABLISHING A DISCOVERY SCHEDULE
  - b) AN ORDER REFERRING THE CASE TO ARBITRATION
  - c) AN ORDER TRANSFERRING THE CASE TO LIMITED JURISDICTION
  - d) AN ORDER DISMISSING FICTITIOUS DEFENDANTS
  - e) AN ORDER SCHEDULING EXCHANGE OF EXPERT WITNESS INFORMATION
  - f) AN ORDER SETTING SUBSEQUENT CONFERENCE AND THE TRIAL DATE
  - g) AN ORDER CONSOLIDATING CASES
  - h) AN ORDER SEVERING TRIAL OF CROSS-COMPLAINTS OR BIFURCATING ISSUES
  - i) AN ORDER DETERMINING WHEN DEMURRERS AND MOTIONS WILL BE FILED

#### SANCTIONS

IF YOU DO NOT FILE THE CASE MANAGEMENT STATEMENT OR ATTEND THE CASE MANAGEMENT CONFERENCE OR PARTICIPATE EFFECTIVELY IN THE CONFERENCE, THE COURT MAY IMPOSE SANCTIONS (INCLUDING DISMISSAL OF THE CASE AND PAYMENT OF MONEY).

#### SUPERIOR COURT OF CALIFORNIA, CONTRA COSTA COUNTY

I DECLARE UNDER PENALTY OF PERJURY THAT I AM NOT A PARTY TO THE WITHIN ACTION OR PROCEEDING; THAT ON THE DATE BELOW INDICATED, I SERVED A COPY OF THE FOREGOING NOTICE BY DEPOSITING SAID COPY ENCLOSED IN A SEALED ENVELOPE WITH POSTAGE THEREON FULLY PREPAID IN THE UNITED STATES MAIL AT MARTINEZ, CALIFORNIA AS INDICATED ABOVE.

DATE:	9/20/2023	BY:	
			N. MCCALLISTER-VILA, DEPUTY CLERK

# Superior Court of California, Contra Costa County

CV - Martinez-Wakefield Taylor Courthouse 725 Court Street Martinez CA 94553 925-608-1000 www.cc-courts.org



K. Bieker Court Executive Officer

NOTICE OF HEARING HAS BEEN PRINTED FOR THE FOLLOWING ATTORNEYS/FIRMS OR PARTIES FOR CASE NUMBER: C23-02338 ON 9/20/2023:

CONRAD J. KUYAWA 530 DIVISADERO STREET PMB 804 SAN FRANCISCO CA 94117

# UNLIMITED JURISDICTION Civil Actions PACKET

## What you will find in this packet:

- Interpreter Request (MC-300e&s)
- Notice To Plaintiffs (CV-655a-INFO)
- Notice To Defendants (CV-655d-INFO)
- ADR Case Management Stipulation and Order (CV-655b)
- Case Management Statement (CM-110)
- Alternative Dispute Resolution (ADR) Information (CV-655c-INFO)

You Can Get Court Forms FREE at: www.cc-courts.org/forms

# **Interpreter Request**

If you need an interpreter, please complete the for courtroom.	rm below and submit it to any Filing Window oi ،
Case Number:	· _
Case Type:	
☐ Criminal	☐ Small Claims – (\$10,000 or less)
☐ Traffic	☐ Civil - ☐ \$25,000 ☐ over \$25,000
☐ Civil Harassment	Civil – Other
☐ Conservatorship	☐ Family Law
☐ Proceedings to terminate parental rights	☐ Unlawful Detainer
☐ Dependent Adult Abuse	☐ Guardianship
☐ Juvenile	☐ Elder Abuse
Party Requesting Interpreter:	
Is interpreter for a witness? ☐ Yes ☐ No	
Phone Number(s) where party can be reached: _	
Date of Hearing:	Time of Hearing:
Department: Location:   Martinez	☐ Pittsburg ☐ Richmond ☐ Walnut Creek
Language Needed:   Spanish   Mandarin	☐ Cantonese ☐ Vietnamese
Other:	
To avoid the risk that your hearing will have to be minimum of one week in advance.	postponed, please submit this form a
Current information about this program is available	le at our website:

### Solicitud Para Intérprete

Si necesita un intérprete, favor completar este formulario y presentarlo en cualquier ventanilla para archivar documentos o con la secretaria del tribunal. Número de Caso:\_\_\_\_

Tipo de Caso:	
☐ Criminal	☐ Demanda Civil – (\$10,000 o menos)
☐ Tráfico	□ Demanda Civil - □ \$25,000 □ más de \$25,000
☐ Acoso Civil	
☐ Conservador	☐ Civil – otro tipo
☐ Casos para Terminar Derechos de	☐ Casos de Familia
Madre o Padre	☐ Juicio de Desalojo
☐ Abuso de Adultos Incapacitados	☐ Tutela
☐ Tribual de Menores	☐ Abuso de Personas Mayores
Persona que Necesita Intérprete:	·
☐ Marque aquí si esta persona es un testigo	
Número Telefónico:	
Fecha de la Audiencia Judicial:	Hora:
Departmento: Ciudad:	☐ Pittsburg ☐ Richmond ☐ Walnut Creek
Idioma Solicitado:   Español   Mandarín	Cantonés Uvietnamita
☐ Otro Idioma;	· · · · · · · · · · · · · · · · · · ·
	:
Para evitar la posibilidad que su audiencia sea apl menos una semana antes de la fecha de su audie	•
Información actualizada acerca de este servicio se	e encuentra en nuestra página web:

www.cc-courts.org/interpreter

#### NOTICE TO DEFENDANTS

In Unlimited Jurisdiction Civil Actions

YOU ARE BEING SUED. The packet you have been served should contain:

- a. The Summons
- b. The Complaint
- c. The Notice of Case Management (shows hearing date and time)
- d. <u>Blank</u>: Case Management Statement (Judicial Council Form CM-110)
- e. <u>Blank</u>: Stipulation and Order to Attend ADR and Delay First Case Management Conference 90 Days (Local Court Form CV-655b)
- f. Alternative Dispute Resolution (ADR) Information (Local Court Form CV-655c-INFO)



#### WHAT DO I DO NOW?



#### You must:

- 1. Prepare your response YOU COULD LOSE YOUR CASE—even before it is heard by a judge or before you can defend yourself, if you do not prepare and file a response on time. See the other side of this page for types of responses you can prepare.
- 2. Complete the Case Management Statement (CM-110)
- 3. File and serve your court papers on time Once your court forms are complete, you must file 1 original and 2 copies of the forms at court. An adult who is NOT involved in your case must serve one set of forms on the Plaintiff. If you were served in person you must file your response in 30 days. If the server left a copy of the papers with an adult living at your home or an adult in charge at your work or you received a copy by mail you must file your response in 40 days.
- **4. Prove you served your court papers on time** by having your server complete a *Proof of Service*, (Judicial Council form POS-040), that <u>must</u> be filed at the court within <u>60</u> days.
- 5. Go to court on the date and time given in the Notice of Case Management Conference.
- 6. Consider trying to settle your case before trial If you and the other party to the case can agree to use mediation, arbitration or neutral case evaluation, the <u>Stipulation and Order to Attend ADR and Delay First Case Management Conference 90 Days</u> can be filed with your other papers. For more information read the enclosed ADR information, visit <a href="www.cc-courts.org/adr">www.cc-courts.org/adr</a>, or email <a href="mailto:adrweb@contracosta.courts.ca.gov">adrweb@contracosta.courts.ca.gov</a>.

IMPORTANT! The court recommends consulting an attorney for all or part of your case. While you may represent yourself, lawsuits can be complicated, and the court cannot give you legal advice.

<u>COURT FEES:</u> You must pay court fees the first time you file your papers. If you also file a motion, you must pay another fee. If you cannot afford the fees, you may ask the court to waive (allow you not to pay) fees. Use Judicial Council forms FW-001-INFO [information sheet]; FW-001 [application]; and FW-003 [order].

<u>COURT FORMS:</u> Buy forms at the Law Library (1020 Ward Street, Martinez, CA) or download them for free at: <u>www.courtinfo.ca.gov/forms/</u>

#### WHAT KIND OF RESPONSES CAN I FILE?

- 1. If you disagree with some or all of what the plaintiff says in the complaint because you believe, or know it is not true, you can file an ANSWER.
- 2. If you have a claim in the same case against the plaintiff, you may file a CROSS-COMPLAINT.
- 3. If you want to ask the court to do something on your behalf, you may file a MOTION (See TYPES OF MOTIONS below)

#### **HOW DO I PREPARE AN ANSWER?**

There are two kinds of Answers you can use, depending on whether the Complaint was verified. You can tell if a Complaint is verified because it says "Verified Complaint" and/or has a signed oath on the last page.

#### For complaints that are NOT verified:

Use Judicial Council form PLD-050 - General Denial

#### For complaints that ARE verified:

- a. For personal injury, property damage, and wrongful death claims, use Judicial Council PLD-PI-003 (do not check number 2).
- b. For contract claims, use Judicial Council PLD-C-010 (do not check number 3a).
- c. Be sure to deny <u>every</u> claim with which you disagree. For example, you might write: "I believe, or know, that the information in paragraph #\_\_ is untrue/incorrect." Continue your list until you have addressed each paragraph in the Complaint.

**NOTE:** The Judicial Council Answer forms have spaces for your affirmative defenses. Be sure to include them or you may not be able to use them later. To find out what your affirmative defenses might be, go to the law library and ask the librarian to help you find the information you need.

If you want to file a Cross-Complaint, you must do so at the same time you file the Answer.

- a. For a personal injury, property damage, and/or wrongful death Cross-Complaint, use Judicial Council form PLD-PI-002.
- b. For a contract Cross-Complaint, use Judicial Council PLD-C-001.

#### **TYPES OF MOTIONS**

Written motions are documents that ask the court to do something. You may have to file an *Answer* at the same time. At this point in the case, you can only make Motions from the following list:

- 1. <u>Demurrer</u> (the facts stated in the complaint are wrong, or the deadline to file the lawsuit has passed);
- 2. Motion to Strike (the complaint is unclear; does not follow the law, "doesn't matter", etc.);
- 3. Motion to Transfer (the complaint is in the wrong court or there's a more appropriate court);
- 4. Motion to Quash Service of Summons (you were not legally served);
- 5. Motion to Stay (put the case on hold); or
- 6. Motion to Dismiss (stops the case).

NOTE: Motions are very complicated and you may want to hire a lawyer to help you.

#### WHERE CAN I GET MORE HELP?

• Lawyer Referral Service: (925) 825-5700

Bay Area Legal Aid: (800) 551-5554

Contra Costa County Law Library
 Martinez: (925) 646- 2783
 Richmond: (510) 374-3019

• Ask the Law Librarian: www.247ref.org/portal/access\_law3.cfm

# SUPERIOR COURT OF THE STATE OF CALIFORNIA IN AND FOR THE COUNTY OF CONTRA COSTA

a.   Written discovery: (  Additional page(s) attached)   i.   Interrogatories to:     iii.   Request for Production of Documents to:     iii.   Request for Admissions to:     iv.   Independent Medical Evaluation of:     v.   Other:     b.   Deposition of the following parties or witnesses: (  Additional page(s) attached)     i.         iii.         iii.       c.   No Pre-ADR discovery needed     3. The parties also agree:     4. Counsel and self-represented parties represent they are familiar with and will fully comply with all local court rules related to ADR as provided in Title Three; Chapter 5, will pay the fees associated with these services, and understand that if they do not, without good cause, comply with this stipulation and all relevant local court rules, they may be subject to sanctions.    Counsel for Plaintiff (print)   Fax   Counsel for Delendant (print)   Fax     Signature   Signature     Signature   Signature     Pursuant to the Stipulation of the parties, and subject to the Case Management Order to be filed, IT IS SO ORDERED that the Case Management Conference set for is vacated and rescheduled for at (8:30 a.m. / ) Plaintiff / Plaintiff's counsel must notify all parties of the new case management conference.		
Pursuant to the Stipulation of the plantific		
CASE NO:  Defendant(s) / Cross Defendant(s)  CASE NO:  Defendant(s) / Cross Defendant(s)  CASE NO:  Defendant(s) / Cross Defendant(s)  ALL PARTIES STIPULATING TO ADR AND DELAYING THEIR CASE MANAGEMENT CONFERENCE 90 DAYS MUST SUBMIT THE ORDER FOR THE JUDGE'S SIGNATURE AND FILE THIS FORM AT LEAST 15 DAYS BEFORE THEIR CASE MANAGEMENT CONFERENCE. (NOT AVAILABLE IN COMPLEX LITIGATION CASES.)  PARTIES MUST ALSO SEND A COPY OF THIS FILED STIPULATION AND ORDER TO THE ADR OFFICE: EMAIL admyeb@contracosta.courts.ca.gov FAX: (925) 608-2109 MAIL: P.O. BOX 911, MARTINEZ, CA 94553  Counsel and all parties agree to delay their case management conference 90 days to attend ADR and complete pre-ADR discovery as follows:  1. Selection and scheduling for Alternative Dispute Resolution (ADR):  a. The parties have agreed to ADR as follows:  1. Mediation (□ Quidcial Arbitration (non-binding) □ Private (non-binding) □ Private (binding))  iii. Neutral case evaluation  b. The ADR neutral shall be selected by (date): □ (no more than 14 days after filing this form)  c. ADR shall be completed by (date): □ (no more than 90 days after filing this form)  2. The parties will complete the following discovery plan:  a. □ Written discovery: (□ Additional page(s) attached)  i. □ Interrogationes to:  ii. □ Request for Admissions to:  iii. □ Request for Admissio	Plaintiff(s) / Cross Plaintiff(s)	
Defendant(s) / Cross Defendant(s)  Defendant(s) / Defendant(s)  Defendant(s) / Defendant(s)  Defendant(s) / Defendant(s)  Defendant(s) / Defendant(s) / Defendant(s) / Defendant(s)  Defendant(s) / Defendant(s)	vs.	
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iv. ☐ Independent Medical Evaluation of: v. ☐ Other: b. ☐ Deposition of the following parties or witnesses: (☐ Additional page(s) attached) i	•	o:
v. □ Other:  b. □ Deposition of the following parties or witnesses: (□ Additional page(s) attached)  i	•	•
b. Deposition of the following parties or witnesses: (Dadditional page(s) attached)  i	•	
i. ii. iii. c. No Pre-ADR discovery needed  3. The parties also agree:  4. Counsel and self-represented parties represent they are familiar with and will fully comply with all local court rules related to ADR as provided in Title Three; Chapter 5, will pay the fees associated with these services, and understand that if they do not, without good cause, comply with this stipulation and all relevant local court rules, they may be subject to sanctions.  Counsel for Plaintiff (print) Fax Counsel for Defendant (print) Fax  Signature  Counsel for Plaintiff (print) Fax Counsel for Defendant (print) Fax  Signature  Pursuant to the Stipulation of the parties, and subject to the Case Management Order to be filed, IT IS SO ORDERED that the Case Management Conference set for is vacated and rescheduled for at (8:30 a.m. / ) Plaintiff / Plaintiff's counsel must notify all parties of the new case management conference.  Dated:		A CONTRACTOR OF THE CONTRACTOR
iiiii		
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Signature  Counsel for Plaintiff (print)  Fax  Counsel for Defendant (print)  Fax  Signature  Pursuant to the Stipulation of the parties, and subject to the Case Management Order to be filed, IT IS SO ORDERED that the Case Management Conference set for is vacated and rescheduled for at (8:30 a.m. / ) Plaintiff / Plaintiff's counsel must notify all parties of the new case management conference.  Dated:	ADR as provided in Title Three; Chapter 5, will pay the fe	ees associated with these services, and understand that if they do
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the Case Management Conference set for is vacated and rescheduled for at (8:30 a.m. / ) Plaintiff / Plaintiff's counsel must notify all parties of the new case management conference.  Dated:	Signature	Signature
	the Case Management Conference set for	is vacated and rescheduled for at
VUUUE OI IIIe JUDEIIOI OOUIT	Dated:	Judge of the Superior Court

	CM-110
ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):	FOR COURT USE ONLY
·	*
	•
TELEPHONE NO.: FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):	·
ATTORNEY FOR (Name):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF	
STREET ADDRESS:	
MAILING ADDRESS:	
CITY AND ZIP CODE:	
BRANCH NAME:	
PLAINTIFF/PETITIONER:	
DEFENDANT/RESPONDENT:	
CASE MANAGEMENT STATEMENT	CASE NUMBER:
(Check one): UNLIMITED CASE LIMITED CASE	
(Amount demanded (Amount demanded is \$25,000	
exceeds \$25,000) or less)	
A CASE MANAGEMENT CONFERENCE is scheduled as follows:	
· ·	Div.: Room:
Address of court (if different from the address above):	
	•
Notice of Intent to Appear by Telephone, by (name):	
INSTRUCTIONS: All applicable boxes must be checked, and the specified	I information must be provided.
Party or parties (answer one):	
a. This statement is submitted by party (name):	
b. This statement is submitted jointly by parties (names):	•
o This statement is submitted jointly by parties (hames).	
2. Complaint and cross-complaint (to be answered by plaintiffs and cross-complainant	ts only)
a. The complaint was filed on (date):	
b. The cross-complaint, if any, was filed on (date):	
3 Service (to be appropried by plaintiffs and group complainants only)	
3. Service (to be answered by plaintiffs and cross-complainants only)	have appeared by have been dismissed
a. All parties named in the complaint and cross-complaint have been served,	nave appeared, or have been dismissed.
b The following parties named in the complaint or cross-complaint	
(1) have not been served (specify names and explain why not):	
(2) have been served but have not appeared and have not been	dismissed (specify names):
(3) have had a default entered against them (specify names):	•
c. The following additional parties may be added (specify names, nature of in they may be served):	evolvement in case, and date by which
4. Description of case a. Type of case in complaint cross-complaint (Describe, in	notuding causes of action):
a. Type of case in complaint cross-complaint (Describe, in	ncluding causes of action):

		CM-110
_	PLAINTIFF/PETITIONER:	CASE NUMBER:
D	EFENDANT/RESPONDENT:	
4.	b. Provide a brief statement of the case, including any damages. (If personal injury dam damages claimed, including medical expenses to date [indicate source and amount], earnings to date, and estimated future lost earnings. If equitable relief is sought, described.	estimated future medical expenses, lost
5.	(If more space is needed, check this box and attach a page designated as Attached Jury or nonjury trial  The party or parties request  a jury trial  a nonjury trial. (If more than requesting a jury trial):	ment 4b.) one party, provide the name of each party
6.	Trial date  a The trial has been set for (date):  b No trial date has been set. This case will be ready for trial within 12 months of not, explain):	
	c. Dates on which parties or attorneys will not be available for trial (specify dates and e	explain reasons for unavailability):
7.	Estimated length of trial  The party or parties estimate that the trial will take (check one):  a days (specify number):  b hours (short causes) (specify):	
8.	Trial representation (to be answered for each party)  The party or parties will be represented at trial by the attorney or party listed in ta. Attorney:  b. Firm: c. Address: d. Telephone number: e. E-mail address: g. Party repr. Additional representation is described in Attachment 8.	er:
€.	Preference	•
ın	This case is entitled to preference (specify code section):  Alternative dispute resolution (ADR)	
	<ul> <li>a. ADR information package. Please note that different ADR processes are available the ADR information package provided by the court under rule 3.221 for information court and community programs in this case.</li> <li>(1) For parties represented by counsel: Counsel has has not provid in rule 3.221 to the client and reviewed ADR options with the client.</li> </ul>	about the processes available through the ded the ADR information package identified
	(2) For self-represented parties: Party has has not reviewed the ADR in	nformation package identified in rule 3.221.
	<ul> <li>Referral to judicial arbitration or civil action mediation (if available).</li> <li>This matter is subject to mandatory judicial arbitration under Code of Civil Forcedure section 1775.3 because the amount statutory limit.</li> </ul>	Procedure section 1141.11 or to civil action unt in controversy does not exceed the
	(2) Plaintiff elects to refer this case to judicial arbitration and agrees to limit rec Civil Procedure section 1141.11.	covery to the amount specified in Code of
	(3) This case is exempt from judicial arbitration under rule 3.811 of the Californ mediation under Code of Civil Procedure section 1775 et seq. (specify exe	nia Rules of Court or from civil action emption):

PLAINTIFF/PETITION	IER:	CASE NUMBER:
— DEFENDANT/RESPONDE	ENT:	
	process or processes that the party cipated in (check all that apply and	or parties are willing to participate in, have agreed to participate in, or provide the specified information).
	The party or parties completing this form <b>are willing</b> to participate in the following ADR processes (check all that apply):	If the party or parties completing this form in the case <b>have agreed</b> to participate in or have already completed an ADR process or processes, indicate the status of the processes (attach a copy of the parties' ADR stipulation):
(1) Mediation		Mediation session not yet scheduled  Mediation session scheduled for (date):  Agreed to complete mediation by (date):  Mediation completed on (date):
(2) Settlement conference		Settlement conference not yet scheduled  Settlement conference scheduled for (date):  Agreed to complete settlement conference by (date):  Settlement conference completed on (date):
(3) Neutral evaluation		Neutral evaluation not yet scheduled  Neutral evaluation scheduled for (date):  Agreed to complete neutral evaluation by (date):  Neutral evaluation completed on (date):
(4) Nonbinding judicial arbitration		Judicial arbitration not yet scheduled  Judicial arbitration scheduled for (date):  Agreed to complete judicial arbitration by (date):  Judicial arbitration completed on (date):
(5) Binding private arbitration		Private arbitration not yet scheduled Private arbitration scheduled for (date): Agreed to complete private arbitration by (date): Private arbitration completed on (date):
(6) Other ( <i>specify</i> ):		ADR session not yet scheduled  ADR session scheduled for (date):  Agreed to complete ADR session by (date):  ADR completed on (date):

	CM-110
PLAINTIFF/PETITIONER:	CASE NUMBER:
DEFENDANT/RESPONDENT:	
<ul> <li>11. Insurance</li> <li>a. Insurance carrier, if any, for party filing this statement (name):</li> <li>b. Reservation of rights: Yes No</li> <li>c. Coverage issues will significantly affect resolution of this case (explain):</li> </ul>	
12. Jurisdiction	
Indicate any matters that may affect the court's jurisdiction or processing of this case and  Bankruptcy  Other (specify):	describe the status.
Status:	
13. Related cases, consolidation, and coordination  a. There are companion, underlying, or related cases.  (1) Name of case: (2) Name of court: (3) Case number: (4) Status:  Additional cases are described in Attachment 13a.  b. A motion to consolidate coordinate will be filed by (not	ame party):
14. Bifurcation  The party or parties intend to file a motion for an order bifurcating, severing, or coor action (specify moving party, type of motion, and reasons):	•
15. Other motions  The party or parties expect to file the following motions before trial (specify moving	party, type of motion, and issues):
16. Discovery  a. The party or parties have completed all discovery.  b. The following discovery will be completed by the date specified (describe all are Party  Description	nticipated discovery): <u>Date</u>
c. The following discovery issues, including issues regarding the discovery of electronic anticipated (specify):	ctronically stored information, are

# Case 3:23-cv-05712-SK Document 1-1 Filed 11/06/23 Page 50 of 53

PLAINTIFF/PETITIONER:	CASE NUMBER:
DEFENDANT/RESPONDENT:	
17. Economic litigation  a. This is a limited civil case (i.e., the amount demanded is \$25,0 of Civil Procedure sections 90-98 will apply to this case.	00 or less) and the economic litigation procedures in
b. This is a limited civil case and a motion to withdraw the case fr discovery will be filed (if checked, explain specifically why econ should not apply to this case):	
•	•
·	
18. Other Issues	•
The party or parties request that the following additional matters be conference (specify):	e considered or determined at the case managemen
	•
	•
19. Meet and confer	
The party or parties have met and conferred with all parties on of Court (if not, explain):	all subjects required by rule 3.724 of the California F
After meeting and conferring as required by rule 3.724 of the Califo (specify):	rnia Rules of Court, the parties agree on the followin
20. Total number of pages attached (if any):	
I am completely familiar with this case and will be fully prepared to discuss as well as other issues raised by this statement, and will possess the autho	rity to enter into stipulations on these issues at the tir
I am completely familiar with this case and will be fully prepared to discuss as well as other issues raised by this statement, and will possess the authority of the particle management conference, including the written authority of the particle management.	rity to enter into stipulations on these issues at the tir
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I am completely familiar with this case and will be fully prepared to discuss as well as other issues raised by this statement, and will possess the authorithe case management conference, including the written authority of the par Date:	rity to enter into stipulations on these issues at the tile ty where required.
20. Total number of pages attached (if any):  I am completely familiar with this case and will be fully prepared to discuss as well as other issues raised by this statement, and will possess the authority case management conference, including the written authority of the part Date:  (TYPE OR PRINT NAME)	rity to enter into stipulations on these issues at the tile ty where required.



# CONTRA COSTA COUNTY SUPERIOR COURT ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION

All judges in the Civil Trial Delay Reduction Program agree that parties should consider using Alternative Dispute Resolution (ADR) to settle their cases. To tell the court you will use ADR:

- Choose ADR on the Case Management Form (CM-110);
- File a Stipulation and Order to Attend ADR and Continue First Case Management Conference 90-Days (local court form); or
- Agree to ADR at your first court appearance.

Questions? Email adrweb@contracosta.courts.ca.gov or call (925) 608-2075

#### MEDIATION

Mediation is often faster and less expensive than going to trial. Mediators help people who have a dispute talk about ways they can settle their case. Parties email, fax or visit the ADR Programs office to get a list of mediators. After parties have agreed on a mediator, they must write a summary (5 pages or less) explaining the facts, legal arguments, and legal authority for their position. They must send this summary to the other parties and the mediator at least 5 court days before mediation starts.

ALL parties and attorneys must go to mediation. Mediation can be held whenever and wherever the parties and the mediator want, as long as they finish before the court deadline. In some kinds of court cases, parties have the chance to mediate in the courthouse on their trial day.

Most mediators begin by talking with the parties together, helping them focus on the important issues. The mediator may also meet with each party alone. Mediators often ask parties for their ideas about how to settle the case. Some mediators tell the parties how much money they think a case is worth, or tell them what they think might happen if the case went to trial. Other mediators help the parties decide these things for themselves. No matter what approach a mediator takes, decisions about settling a case can only be made when all the parties agree.

If the parties go through the court ADR program, mediators do not charge fees for the first half hour spent scheduling or preparing for mediation. They also do not charge fees for the first two hours of mediation. If parties need more time, they must pay the mediators regular fees. Some mediators ask for a deposit before mediation starts. Mediators who do this must give back whatever is left after counting the time he or she spent preparing for or doing the mediation. A party whose court fees have been waived (cancelled) may ask if their mediation fees or deposit can be waived.

If parties agree about how they will settle their case, they can choose to keep it private, write it up as a contract, or ask the judge to make it a court order. What parties say and agree to in mediation is confidential (private).

#### **PRIVATE MEDIATION**

Private mediation works in the same way as judicial mediation, but the parties do not go through the ADR Programs office. Parties choose a mediator on their own, and pay the mediator's normal fees.

#### **JUDICIAL ARBITRATION** (non-binding)

In judicial arbitration, an independent attorney (arbitrator) looks at the evidence, listens to the parties and their witnesses, and decides how the case will be settled. Judicial arbitration is less formal than court. Parties email, fax or visit the ADR Programs office to get a list of arbitrators. If they cannot agree on an arbitrator, the court will assign one. The judge can send cases to arbitration if there is less than \$50,000 in dispute. The person who started the court case can make sure the case goes to arbitration if they agree to limit the amount they are asking for to \$50,000. Parties can also agree they want to use judicial arbitration. The arbitrator must send their decision (award) to the court within 10 days of the last hearing. The award becomes a court judgment unless a party asks the court to review the case within 60 days. Parties must use the ADR-102 form to ask for a new court hearing (called a trial de novo.) Judicial arbitrators charge \$150 per case or per day.

#### PRIVATE ARBITRATION (non-binding and binding)

Private, non-binding arbitration is the same as judicial arbitration, except that the parties do not go through the ADR Programs office to choose an arbitrator, and the arbitrator's award will not become a judgment of the court unless all parties agree. Parties must pay the arbitrator's normal fees.

Binding arbitration is different from judicial or private non-binding arbitration because the arbitrator's decision is final. Parties give up their right to have a judge review their case later (except for reasons listed in California Code of Civil Procedure, Section 1286.2.) Binding arbitration rules are listed in California Code of Civil Procedure, Sections 1280-1288.8. Parties may also agree any time before the judge has made a decision that ends the case to switch to binding arbitration. Parties choose the arbitrator on their own, and must pay the arbitrator's normal (not \$150) fees.

#### SETTLEMENT MENTOR CONFERENCE

Settlement mentors are independent, experienced trial attorneys that a judge has assigned to help parties look for ways to settle their case. The conference is free and is held in the courthouse. It is often held on the morning of trial, but it can be scheduled anytime. These conferences usually last two or three hours. Parties do not present evidence and do not call witnesses. Parties can ask the settlement mentor to keep some information confidential (private) from the other party, but not from the judge. The settlement mentor can share any information with the judge, or involve the judge in settlement discussions. All principals, clients, and claims representatives must attend the settlement mentor conference.

#### **NEUTRAL CASE EVALUATION**

In neutral case evaluation, an independent attorney (evaluator) reviews documents and listens to each party's side of the case. The evaluator then tells the parties what they think could happen if the case went to trial. Many people use the evaluator's opinion to reach an agreement on their own, or use this information later in mediation or arbitration to settle their case.

Parties email, fax or visit the ADR Programs office to get a list of evaluators. After parties have agreed on an evaluator, they must write a summary (5 pages or less) explaining the facts, legal arguments, and legal authority for their position. They must send this summary to the other parties and the evaluator at least 5 court days before evaluation starts. ALL parties and their attorneys must go to neutral case evaluation. The evaluation can be held whenever and wherever the parties and the evaluator want, as long as they finish before the court deadline. If the parties go through the court's ADR program, evaluators do not charge any fees for the first half hour spent scheduling or preparing for the evaluation conference. They also do not charge fees for the first two hours of the evaluation. If parties need more time, they must pay that evaluators regular fees. Some evaluators ask for a deposit before evaluation starts. Evaluators who do this must give back whatever is left after counting the time he or she spent preparing for or doing the evaluation. A party whose court fees have been waived (cancelled) may ask if their evaluation fees or deposit can be waived.

#### **TEMPORARY JUDGE**

Some parties want a trial, but want to choose who will decide the case and when the trial will take place. Parties can agree on an attorney that they want the court to appoint as a temporary judge for their case. (See Article 6, Section 21 of the State Constitution and Rule 2.830 of the California Rules of Court.) Temporary judges have nearly the same authority as a superior court judge to conduct a trial and make decisions. As long as the parties meet the court deadline, they can schedule the trial at their own and the temporary judge's convenience.

Each of the temporary judges on the court's panel has agreed to serve at no charge for up to 5 court days. If the parties need more time, they must pay that person's regular fees. All parties and their lawyers must attend the trial, and provide a copy of all briefs or other court documents to the temporary judge at least two weeks before the trial. These trials are similar to other civil trials, but are usually held outside the court. The temporary judge's decision can be appealed to the superior court. There is no option for a jury trial. The parties must provide their own court reporter.

#### **SPECIAL MASTER**

A special master is a private lawyer, retired judge, or other expert appointed by the court to help make day-to-day decisions in a court case. The special master's role can vary, but often includes making decisions that help the discovery (information exchange) process go more smoothly. He or she can make decisions about the facts in the case. Special masters can be especially helpful in complex cases. The trial judge defines what the special master can and cannot do in a court order.

Special masters often issue both interim recommendations and a final report to the parties and the court. If a party objects to what the special master decides or reports to the court, that party can ask the judge to review the matter. In general, the parties choose (by stipulation) whom they want the court to appoint as the special master, but there are times (see California Code of Civil Procedure Section 639), when the court may appoint a special master or referee without the parties' agreement. The parties are responsible to pay the special master's regular fees.

#### **COMMUNITY MEDIATION SERVICES**

Mediation Services are available through non-profit community organizations. These low-cost services are provided by trained volunteer mediators. For more information about these programs contact the ADR Program at <a href="mailto:adrweb@contracosta.courts.ca.gov">adrweb@contracosta.courts.ca.gov</a>